



Revision number: 3

Purchasing Agent: FRANK VOLK

Item: TOYOTA VEHICLES, YEAR 2007

Vendor: 92341A TONY DIVINO TOYOTA
777 W. RIVERDALE RD
RIVERDALE, UT 84405-3714

Internet Homepage: www.tonydivino.com

Telephone: 801-394-5701

Fax number: 801-627-1238

Contact: BOB SPAULDING

Email address: bspaulding@tonydivino.com

Brand/trade name: TOYOTA

Price: SEE ATTACHED

Terms: NET

Effective dates: 7/6/06 through 8/31/07 (w/2 more renewal options) 2009

Days required for delivery: 90 TO 120 DAYS (Depending upon availability)

Price guarantee period: Model Year 2007

Minimum order: 1

Min shipment without charges:

Other conditions: This Contract is potentially renewable until 8/31/2009.

REVISION #3: 2007 MODEL YEAR PRICING UPDATED.

Bid No: FV6926

Multiple awards have been issued. See other vehicle contracts before ordering.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a DO in Finet). Agencies will return to the vendor any invoice which reflects incorrect pricing.

**Important information regarding this contract**

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PRICING:

Prices listed below are for the BASE VEHICLE ONLY unless otherwise specified. Prices for factory installed options and applicable option credits are covered by this contract and are available at VQ1 pricing (see "Ordering Procedures" for assistance with optional equipment).

The Base Triple Net Price (TNP) is calculated as follows: Manufacturer-to-Dealer Invoice Price on the base equipped vehicle (no options unless specified otherwise) LESS holdback LESS (VQ1 vehicle discount or invoice discount depending on the manufacturers pricing program advertising) LESS advertising (CMA).

The Contract Base Price is the contract price you pay for the base equipped vehicle. The Contract Base Price is calculated as follows: The TNP PLUS destination charge PLUS dealer profit LESS Government Price Concession.

All user selected factory installed options and applicable option credits must be added/deducted to/from the Contract Base Price to arrive at the Final Vehicle Purchase Price. All user selected factory installed options and applicable option credits are to be taken at VQ1 pricing or Triple Net Pricing.

All prices are firm for the model year unless otherwise specified (through August 31, 2007) or until the factory production cutoff date is reached (this date is generally announced by the manufacturer in late winter or early spring). Firm pricing also applies to factory installed options. Any price decreases in the base vehicle, factory installed options or additional rebates/incentives offered during the model year are to be made available to the ordering entity.

ORDERING PROCEDURES:

For STATE AGENCIES: This contract is an AR contract (authorization required). State agencies MUST coordinate purchases through the following individuals: Sam Lee (619-7237).

For POLITICAL SUBDIVISIONS: Political Subdivisions should work directly with their respective fleet/motor pool managers or designates when ordering a vehicle.

Users of PC Carbook can pre-configure vehicles complete with pricing to facilitate ordering. Entities who do not subscribe to the PC Carbook service may contact Sam Lee (619-7237) or Frank Volk (538-3707) for assistance and guidance in determining vehicle pricing.

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For STATE AGENCIES: The above mentioned motor pool managers will assist in configuring a vehicle to meet your requirements using PC Carbook. They will generate reports listing all standard and optional equipment at the Triple Net price. They will also perform a comparative analysis of other similar makes and models on contract to determine the best value given your agency requirements for intended use.

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PC CARBOOK:



PC Carbook is NOT required in order to use this vehicle contract. However, for those entities responsible for purchasing or configuring several vehicles each year, the information available through PC Carbook may save you many man-hours. PC Carbook is an excellent tool for calculating the Contract of factory installed optional equipment. PC Carbook is a subscription software service for new, used and leased vehicles. It is available at a group rate of \$785/year through statewide price agreement PA-891.

CONTRACT BASE PRICE INCLUDES:

1. All standard equipment
2. All deductions for holdback, VQ1 or Triple Net Invoicing, credit and advertising.
3. All deductions for government price concessions/bid assistance, rebates and incentives.
4. An addition for Destination Charges from manufacturer to dealership
5. An addition for Dealer profit
6. All dealer preparation and pre-servicing costs. (No price deduction may be taken by those entities wishing to perform their own pre-servicing work):

Dealer pre-delivery servicing and adjustments include but not limited to the following:

- a. All adjustments required to meet Utah safety inspection requirements and emission control certifications.
- b. Tuning of engine for high altitude (4500 ft.)
- c. Adjustments of all accessories to optimal working condition.
- d. Inspection of electrical, braking and suspension systems.
- e. Charging of battery.
- f. Alignment of front end.
- g. Inflation of tires to optimal pressure.
- h. Computer spin balancing of all wheels including spare.
- i. Lubrication of engine and chassis. Filling of all lubrication reservoirs (crankcase, power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures.
- j. Servicing of cooling system with permanent type antifreeze and summer coolant for -20 deg. F. windshield washer fluid reservoirs to be full and of a type suitable to -20 deg. F.
- k. Vehicle(s) shall be ready for immediate operation and should include a full tank of gas and/or alternative fuel of up to 25 gallons. Cost of gas or alternative fuel shall be included at no extra charge.
- l. Vehicle(s) to be clean and thoroughly detailed inside and out prior to delivery. All upholstery and floor protection removed. Floor mats are to be placed, window decals removed and all adhesive cleaned from the vehicle. The vehicle will be put into service as soon as it is received and it is expected to be completely cleaned and operational at time of delivery/pickup.
- m. All factory defects to be corrected prior to delivery.
- n. Two (2) sets of pre-tested keys marked with VIN number and license plate number. Also the vehicle key code must be provided. (see pricing page above individual vehicle pricing for costs associated with ordering a third key).

7. Documentation:

- a. Operators (owners) manual.
- b. Manufacturer's warranty information.
- c. Original odometer statement (if entity is registering their own vehicle).
- d. Manufacturer's statement of origin (MSO) (if entity is registering their own vehicle).
- e. Application for title properly completed and signed (if entity is registering their own vehicle).
- f. Dealer's triple net invoice.
- g. Manufacturer's specifications attached to vehicle.
- h. Signed pre-delivery checklist certifying completion of the above listed items.

8. Registration:

- a. Registering and affixing the state authorized "EX" type centennial plates prior to delivery.

9. Delivery costs up to a 90 mile radius of dealership.

**THE DEALERSHIP ALSO AGREES TO THE FOLLOWING:**

The contract may be canceled if, but not limited to, the following conditions should they arise:

1. The dealer sells fleet vehicles to the retail market
2. The dealer/mfg. substitutes product or equipment without entity authorization
3. The dealer/mfg. excessively delivery delays
4. The dealer/mfg. provides poor workmanship
5. The dealer fails to perform as outline in the bid specifications
6. The dealer fails to provide adequate customer service/support
7. Pricing irregularities which are not supported by written documentation from the manufacturer.
8. To make every effort to notify the ordering entity within 14 day of order placement of the factory's acceptance of order, the scheduled build date and anticipated delivery date; and to deliver within the quoted lead time. Dealer agrees that the ordering entity may cancel the order if the 14 day period for factory acceptance / confirmation / build date schedule is not conveyed to the ordering entity or if delivery appears to be 30 days longer than the original quoted delivery date.

Prior to delivery of any vehicle, the dealer will notify and make arrangements with the ordering entity for the purposes of conducting a physical inventory of the vehicle(s).

CALCULATING THE FINAL PURCHASE PRICE OF A VEHICLE IS EASY:

Contract Base Price + Factory Installed Options (VQ1 Pricing or Triple Net Pricing) + Delivery Charge beyond 90 mile radius (if applicable) + Third Key (if applicable) = Final Purchase Price

SUGGESTED ORDERING PROCEDURES

For State Agencies

1. Agency determines need for vehicle and required features.
2. Agency contacts the appropriate fleet manager (State Motor Pool/Div. of Fleet Operations, Public Safety, Natural Resources or Transportation).
3. The fleet manager, after consulting with agency personnel: 1) determines appropriateness of the request, 2) determines the appropriate standard and optional equipment requirements, and 3) configures a vehicle specification sheet by make, model and style based upon the standard optional equipment requested.
4. The fleet manager performs the following: 1)determines the final purchase price of the vehicle, 2) makes a comparative price analysis of various competing makes and models, 3) provides requesting agency with the comparative analysis worksheets for review, and 4) makes a recommendation to the agency as to which vehicle meets requirements at the lowest final purchase price.
5. Agency reviews the comparative analysis and recommendation. If in agreement, agency instructs fleet manager (in writing) to proceed with purchase. If in disagreement, agency recommends the alternative to the fleet manager and submits written justification to support the alternative choice.
6. If the fleet manager agrees, the fleet manager generates an order worksheet listing the vehicle and all selected options, discounts, incentives, etc. and calculates the final purchase price.
7. The fleet manager contacts the Division of Fleet Operations. The Division of Fleet Operations will issue an authorization control number.
8. The fleet manager then places order with the appropriate dealer via fax, mail, phone, etc.
9. Dealer enters the order and submits written documentation via mail or fax confirming order placement and factory acceptance. A build number and scheduled build date should be provided to the fleet manager within 14 business days of order placement.
10. Dealer provides frequent status reports on all orders placed with the ordering entity's fleet manger.
11. The ordering entity's fleet manager provides frequent status reports on all orders placed to the requesting agency.
12. Upon receipt and acceptance of vehicle, the fleet manager sends a copy of the invoice along with the authorization control number to the Division of Fleet Operations.

**SUGGESTED ORDERING PROCEDURES**

For Political Subdivisions

Each entity should: 1) work directly with their own fleet manager or motor pool personnel who will follow the same or similar procedures as those listed above, or 2) if the ordering entity lacks the resources and desires to utilize the services of the State Motor Pool/Division of Fleet Operations' Fleet Manager, they may do so. In such a case, the State Motor Pool/Division of Fleet Operations' Fleet Manager will follow the same or similar procedures as those listed above EXCEPT the ordering entity will be responsible for: 1) determining the appropriateness of their own vehicle requirements, 2) justifying their own alternative decisions, 3) placing their own vehicle order, and 4) obtaining their own order status reports and disseminating such information to their user entities 5) inspecting their own vehicles, and 6) approving and paying their own invoices.

PRICING PAGES

The following is specific to this TOYOTA contract only for 2007 vehicles:

1. **Dealer Profit:**
Dealer profit is already added into the Contract Base Price of each vehicle
(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys.)
2. **Registration Costs:**
Ordering entities wishing to register their own vehicles will have \$ **10.00** deduction to the Contract Base Price.
3. **Delivery Costs:**
Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must add to the Contract Base Price: \$ **.95/mile**.
4. **Shop/Service Manuals:**
Ordering entities wishing to purchase manuals must add to the Contract Base Price:
Varies per shop manual and **Varies** per service manual.
5. **Finance Charge:**
Late invoices may be subject to finance charges equal to **12 %** APR.
6. **Dealer Preparation and Pre-Servicing Costs:**
Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer will have **no** deduction to the Contract Base Price.
7. **Decals**
Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must add \$ **15.00** per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.
8. **Third Key**
Two keys are to be included with the purchase of any vehicle. If the dealer is required to add a third key, the cost of \$N/C is to be added to the Contract Base Price for a Standard Key.
The cost for a key with Chip Logic is \$ **50.00**
The cost for a key with Remote Buttons is \$ **135.00**.
The cost for key with remote start is \$ **226.00**.
The cost for a key with smart key is \$ **236.00**.

****All Vehicles listed on the state contract may be purchased at the state contract pricing plus NA plus any additional**



installed items from dealer stock. **

State of Utah Toyota 2007 Fleet Pricing			
Model	Model Number	Description	Base Contract Price
Prius		2007 Prius Starting 8/01/06	
	1224	5dr Liftback CVT-E	\$20,333
	1226	5dr Liftback CVT-E TOURING EDITION	\$21,050
Corolla		2007 Corolla Starting 7/01/06	
	1801	4dr Sdn CE 5Spd Manual	\$12,980
	1802	4dr Sdn CE 4 Spd Auto	\$13,688
	1811	4dr Sdn S 5 Spd Manual	\$13,600
	1812	4dr Sdn S 4 Spd Auto	\$14,292
	1821	4dr Sdn LE 5 Spd Manual	\$13,743
	1822	4dr Sdn LE 4 Spd Auto	\$14,435
Matrix		2007 Matrix Starting 8/01/06	
	1901	4dr Wgn Std 5 Spd Manual	\$13,915
	1902	4dr Wgn Std 4 Spd Auto	\$14,583
	1911	4dr Wgn XR 5 Spd Manual	\$14,854
	1912	4dr Wgn XR 4 Spd Auto	\$15,571
Camry		2007 Camry Starting 4/06 New Pricing after 8/28/06	
	2513	4dr Sdn STD 5 Spd Manual	\$16,596
	2514	4dr Sdn STD 5 Spd Auto	\$17,514
	2531	4dr Sdn LE 5 Spd Manual	\$17,474
	2532	4dr Sdn LE 5 Spd Auto	\$18,373
	2540	4dr Sdn XLE 5 Spd Auto	\$21,604
	2545	4dr Sdn SE 5 Spd Manual	\$18,408
	2546	4dr Sdn SE 5 Spd Auto	\$19,258
	2550	4dr Sdn SE V6 5 Spd Auto	\$21,532
	2552	4dr Sdn LE V6 5 Spd Auto	\$20,448
	2554	4dr Sdn XLE V6 5 Spd Auto	\$24,256
Camry Solara		2007 Camry Solara Starting 4/06	
	2739	2dr Cpe SE 5 Spd Manual	\$17,460
	2736	2dr Cpe SE 4 Spd Auto	\$18,173
	2740	2dr Cpe SLE 4 Spd Auto	\$20,881
	2749	2dr Cpe SE SPT 5 Spd Manual	\$19,429
	2746	2dr Cpe SE SPT 4Spd Auto	\$20,139
	2738	2dr Cpe SE SPT V6 5 Spd Auto	\$19,463
	2742	2dr Cpe SLE V6 5 Spd Auto	\$23,461
	2748	2dr Cpe SE V6 5 Spd Auto	\$21,429
Avalon		2007 Avalon Starting 8/01/06	
	3534	4dr Sdn XL w/Bucket Seats 5 Spd auto	\$23,548
	3538	4dr Sdn Touring w/Bucket Seats 5 Spd Auto	\$25,467



	3544	4dr Sdn XLS w/Bucket Seats 5 Spd Auto	\$26,922
	3554	4dr Sdn LTD w/Bucket Seats 5 Spd Auto	\$29,225
Sienna		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	5326	5dr CE 5 Spd Auto FWD	\$20,786
	5328	5dr CE 5 Spd Auto FWD	\$20,918
	5336	5dr LE5 Spd Auto FWD	\$22,080
	5338	5dr LE 5 Spd Auto FWD	\$22,212
	5346	5dr XLE 5 Spd Auto FWD	\$25,609
	5356	5dr LTD 5 Spd Auto FWD	\$31,100
	5366	5dr LE 5 Spd Auto AWD	\$25,181
	5376	5dr XLE 5 Spd Auto AWD	\$28,324
	5386	5dr LTD 5 Spd Auto AWD	\$32,970
Rav4		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	4430	Base 4 Spd Auto FWD 4 Cyl	\$18,600
	4431	Base 5 Spd Auto FWD 6 Cyl	\$20,400
	4440	Sport 4 Spd Auto FWD 4Cyl	\$19,994
	4441	Sport 5 Spd Auto FWD 6 Cyl	\$21,689
	4450	Limited 4 Spd Auto FWD 4 Cyl	\$20,596
	4451	Limited 5 Spd Auto FWD 6 Cyl	\$22,291
Model	Model Number	Description	Base Contract Price
Rav4	4432	Base 4 Spd Auto 4X4 4 Cyl	\$19,513
	4433	Base 5 Spd Auto 4X4 6 Cyl	\$21,283
	4442	Sport 4 Spd Auto 4X4 4 Cyl	\$20,884
	4443	Sport 5 Spd Auto 4X4 6 Cyl	\$22,550
	4452	Limited 4 Spd Auto 4X4 4 Cyl	\$21,476
	4453	Limited 5 Spd Auto 4X4 6 Cyl	\$23,188
Highlander		2007 Highlander Pricing Eff 8-06	
	6910	4dr 4Spd Auto FWD	\$20,995
	6912	4dr 4 Spd Auto FWD W/3rd Row Seat	\$21,721
	6916	4dr V6 5 Spd Auto FWD	\$21,899
	6917	4dr V6 SPORT 5 Spd Auto FWD	\$23,748
	6918	4dr V6 5spd Auto FWD W/3rd Row Seat	\$22,619
	6932	4dr V6 Ltd 5spd Auto FWD w/3rd Row Seat	\$26,039
	6920	4dr 4 Spd Auto AWD	\$22,185
	6928	4dr V6 5 Spd Auto AWD W/3rd Row Seat	\$23,809
	6938	4dr V6 Ltd 5 Spd Auto AWD W/3rd Row Seat	\$27,229
	6926	4dr V6 5Spd Auto AWD	\$23,089
	6927	4dr V6 5 Spd Auto SPORT 5 Spd Auto AWD	\$24,994
	6929	4dr V6 5 Spd Auto SPORT AWD W/ 3rd Row Seat	\$25,704
Highlander		2007 Highlander Hybrid Pricing Eff 8-06	
Hybrid	6960	4dr 5 Spd Auto V6 Hybrid FWD W/3rd Row Seat	\$27,860



	6961	4dr 5 Spd Auto V6 Hybrid FWD	\$27,363
	6962	4dr 5 Spd Auto V6 Hybrid Ltd FWD W/3rd Row Seat	\$29,615
	6963	4dr 5 Spd Auto V6 Hybrid Ltd FWD	\$29,207
	6964	4dr 5 Spd Auto V6 Hybrid AWD W/3rd Row Seat	\$29,022
	6965	4dr 5 Spd Auto V6 Hybrid AWD	\$28,561
	6966	4dr 5 Spd Auto V6 Hybrid Ltd AWD W/ 3rd Row Seat	\$30,760
	6967	4dr 5 Spd Auto V6 Hybrid Ltd AWD	\$30,405
4Runner		2007 4Runner Starting 8/01/06	
	8672	4dr SR5 V8 5 Spd Auto	\$25,126
	8676	4dr SR5 Sport V8 5 Spd Auto	\$26,490
	8678	4dr Limited V8 5 Spd Auto	\$30,636
	8642	4dr SR5 V6 4 Spd Auto	\$23,407
	8646	4dr SR5 Sport V6 4 Spd Auto	\$25,280
	8648	4dr Limited V6 4 Spd Auto	\$29,136
	8682	4dr SR5 V8 5 Spd Auto 4WD	\$27,066
	8686	4dr SR5 Sport V8 5 Spd Auto 4WD	\$28,430
	8688	4dr Limited V8 5 Spd Auto 4WD	\$32,577
	8664	4dr SR5 V6 4 Spd Auto 4WD	\$25,347
	8666	4dr SR5 Sport V6 4 Spd Auto 4WD	\$27,220
	8668	4dr Limited V6 4 Spd Auto 4WD	\$31,167
Tacoma		2007 Tacoma Starting 8/01/06	
	7103	Reg Cab 5 Spd Manual	\$12,833
	7104	Reg Cab 4 Spd Auto	\$13,631
	7113	XtraCab 5 Spd Manual	\$15,690
	7114	XtraCab 4 Spd Auto	\$16,507
	7153	Xtra Cab V6 SR5 6 Spd Manual	\$21,267
	7131	PreRunner 5 Spd Manual	\$13,605
	7161	XtraCab PreRunner 5 Spd Manual	\$16,388
	7163	XtraCab PreRunner V6 6 Spd Manual	\$17,660
	7164	Xtra Cab PreRunner V6 5 Spd Auto	\$18,433
	7188	DoubleCab PreRunner V6 5 Spd Auto	\$19,698
	7190	Double Cab PreRunnerV6 5 Spd Auto Long Bed	\$20,132
	7503	Reg Cab 5 Spd Manual 4WD	\$16,328
	7513	XtraCab 5 Spd Manual 4WD	\$19,086
	7553	XtraCab V6 6 Spd Manual 4WD	\$20,447
	7554	XtraCab V6 5 Spd Auto 4WD	\$21,223
	7593	Double Cab V6 6 Spd Manual 4WD	\$21,600
	7594	Double Cab V6 5 Spd Auto 4WD	\$22,353
	7596	Double Cab V6 5 Spd Auto 4WD Long Bed	\$22,786
Model	Model Number	Description	Base Contract Price
Tundra		2006 Limited Availability e Pool only	
		2007 Tundra Truck Pricing will be given to us by 1/31/2007	
		See The All New 2007 Tundra on toyota.com	
	7720	Reg cab work truck V8 5 Spd Auto 4X2	\$14,949
	7820	Reg cab work truck V8 5 Spd Auto 4X4	\$17,830
	7828	SR5 Access Cab V8 5 Spd Auto 4X4	\$22,772



		2007 Sequoia Starting 8/01/06	
Sequoia	7910	SR5 V8 4 Spd Auto 4X2	\$27,521
	7914	Limited V8 4 Spd Auto 4X2	\$35,208
	7920	SR5 V8 4Spd Auto 4X4	\$30,482
	7924	Limited V8 4 Spd Auto 4X4	\$37,918
10	10. Third Key <u>As stated in the Dealer Profit item #1, two keys are to be included with the purchase of any vehicle. State purchases along with purchases from several Political Subdivisions will require a third key for each vehicle purchased. The dealer is to provide the cost to add for this third key.</u> <u>The cost will depend on the type of key required for the vehicle only from these three options. The cost for a Standard Key is N/C, for a Key with Computer Chip Logic is \$50.00 and for a Key with a Computer Chip Logic and Remote Buttons is \$135.00 . Dealer must note on their triple net invoices which type of key is required for each vehicle entry plus ignition.</u> <u>Please provide additional Information if needed:</u> <u>KEY WITH REMOTE START \$226.00. KEY WITH SMART KEY \$236.00</u>		

FINET COMMODITY CODE(S):

97514000000 - AUTOMOBILES AND OTHER PASSENGER VEHICLES (INCLUDING EMERGENCY TYPE)
RENTAL OR LEASE

07006000000 - AUTOMOBILES AND STATION WAGONS



Revision number: 2

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- b. Tuning of engine for high altitude (4500 ft.)
- c. Adjustments of all accessories to optimal working condition.
- d. Inspection of electrical, braking and suspension systems.
- e. Charging of battery.
- f. Alignment of front end.
- g. Inflation of tires to optimal pressure.
- h. Computer spin balancing of all wheels including spare.
- i. Lubrication of engine and chassis. Filling of all lubrication reservoirs (crankcase, power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures.
- j. Servicing of cooling system with permanent type antifreeze and summer coolant for -20 deg. F. windshield washer fluid reservoirs to be full and of a type suitable to -20 deg. F.
- k. Vehicle(s) shall be ready for immediate operation and should include a full tank of gas and/or alternative fuel of up to 25 gallons. Cost of gas or alternative fuel shall be included at no extra charge.
- l. Vehicle(s) to be clean and thoroughly detailed inside and out prior to delivery. All upholstery and floor protection removed. Floor mats are to be placed, window decals removed and all adhesive cleaned from the vehicle. The vehicle will be put into service as soon as it is received and it is expected to be completely cleaned and operational at time of delivery/pickup.
- m. All factory defects to be corrected prior to delivery.
- n. Two (2) sets of pre-tested keys marked with VIN number and license plate number. Also the vehicle key code must be provided. (see pricing page above individual vehicle pricing for costs associated with ordering a third key).

7. Documentation:

- a. Operators (owners) manual.
- b. Manufacturer's warranty information.
- c. Original odometer statement (if entity is registering their own vehicle).
- d. Manufacturer's statement of origin (MSO) (if entity is registering their own vehicle).
- e. Application for title properly completed and signed (if entity is registering their own vehicle).
- f. Dealer's triple net invoice.
- g. Manufacturer's specifications attached to vehicle.
- h. Signed pre-delivery checklist certifying completion of the above listed items.

8. Registration:

- a. Registering and affixing the state authorized "EX" type centennial plates prior to delivery.

9. Delivery costs up to a 90 mile radius of dealership.



THE DEALERSHIP ALSO AGREES TO THE FOLLOWING:

The contract may be canceled if, but not limited to, the following conditions should they arise:

1. The dealer sells fleet vehicles to the retail market
2. The dealer/mfg. substitutes product or equipment without entity authorization
3. The dealer/mfg. excessively delivery delays
4. The dealer/mfg. provides poor workmanship
5. The dealer fails to perform as outline in the bid specifications
6. The dealer fails to provide adequate customer service/support
7. Pricing irregularities which are not supported by written documentation from the manufacturer.
8. To make every effort to notify the ordering entity within 14 day of order placement of the factory's acceptance of order, the scheduled build date and anticipated delivery date; and to deliver within the quoted lead time. Dealer agrees that the ordering entity may cancel the order if the 14 day period for factory acceptance / confirmation / build date schedule is not conveyed to the ordering entity or if delivery appears to be 30 days longer than the original quoted delivery date.

Prior to delivery of any vehicle, the dealer will notify and make arrangements with the ordering entity for the purposes of conducting a physical inventory of the vehicle(s).

CALCULATING THE FINAL PURCHASE PRICE OF A VEHICLE IS EASY:

Contract Base Price + Factory Installed Options (VQ1 Pricing or Triple Net Pricing) + Delivery Charge beyond 90 mile radius (if applicable) + Third Key (if applicable) = Final Purchase Price

SUGGESTED ORDERING PROCEDURES
For State Agencies

1. Agency determines need for vehicle and required features.
2. Agency contacts the appropriate fleet manager (State Motor Pool/Div. of Fleet Operations, Public Safety, Natural Resources or Transportation).
3. The fleet manager, after consulting with agency personnel: 1) determines appropriateness of the request, 2) determines the appropriate standard and optional equipment requirements, and 3) configures a vehicle specification sheet by make, model and style based upon the standard optional equipment requested.
4. The fleet manager performs the following: 1)determines the final purchase price of the vehicle, 2) makes a comparative price analysis of various competing makes and models, 3) provides requesting agency with the comparative analysis worksheets for review, and 4) makes a recommendation to the agency as to which vehicle meets requirements at the lowest final purchase price.
5. Agency reviews the comparative analysis and recommendation. If in agreement, agency instructs fleet manager (in writing) to proceed with purchase. If in disagreement, agency recommends the alternative to the fleet manager and submits written justification to support the alternative choice.
6. If the fleet manager agrees, the fleet manager generates an order worksheet listing the vehicle and all selected options, discounts, incentives, etc. and calculates the final purchase price.
7. The fleet manager contacts the Division of Fleet Operations. The Division of Fleet Operations will issue an authorization control number.
8. The fleet manager then places order with the appropriate dealer via fax, mail, phone, etc.
9. Dealer enters the order and submits written documentation via mail or fax confirming order placement and factory acceptance. A build number and scheduled build date should be provided to the fleet manager within 14 business days of order placement.
10. Dealer provides frequent status reports on all orders placed with the ordering entity's fleet manger.
11. The ordering entity's fleet manager provides frequent status reports on all orders placed to the requesting agency.
12. Upon receipt and acceptance of vehicle, the fleet manager sends a copy of the invoice along with the authorization control number to the Division of Fleet Operations.

**SUGGESTED ORDERING PROCEDURES**

For Political Subdivisions

Each entity should: 1) work directly with their own fleet manager or motor pool personnel who will follow the same or similar procedures as those listed above, or 2) if the ordering entity lacks the resources and desires to utilize the services of the State Motor Pool/Division of Fleet Operations' Fleet Manager, they may do so. In such a case, the State Motor Pool/Division of Fleet Operations' Fleet Manager will follow the same or similar procedures as those listed above EXCEPT the ordering entity will be responsible for: 1) determining the appropriateness of their own vehicle requirements, 2) justifying their own alternative decisions, 3) placing their own vehicle order, and 4) obtaining their own order status reports and disseminating such information to their user entities 5) inspecting their own vehicles, and 6) approving and paying their own invoices.

PRICING PAGES

The following is specific to this TOYOTA contract only for 2007 vehicles:

1. **Dealer Profit:**
Dealer profit is already added into the Contract Base Price of each vehicle
(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys.)
2. **Registration Costs:**
Ordering entities wishing to register their own vehicles will have \$ **10.00** deduction to the Contract Base Price.
3. **Delivery Costs:**
Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must add to the Contract Base Price: \$ **.95**/mile.
4. **Shop/Service Manuals:**
Ordering entities wishing to purchase manuals must add to the Contract Base Price:
Varies per shop manual and **Varies** per service manual.
5. **Finance Charge:**
Late invoices may be subject to finance charges equal to **12 %** APR.
6. **Dealer Preparation and Pre-Servicing Costs:**
Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer will have **no** deduction to the Contract Base Price.
7. **Decals**
Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must add \$ **15.00** per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.
8. **Third Key**
Two keys are to be included with the purchase of any vehicle. If the dealer is required to add a third key, the cost of \$N/C is to be added to the Contract Base Price for a Standard Key.
The cost for a key with Chip Logic is \$ **50.00**
The cost for a key with Remote Buttons is \$ **135.00**.
The cost for key with remote start is \$ **226.00**.
The cost for a key with smart key is \$ **236.00**.

****All Vehicles listed on the state contract may be purchased at the state contract pricing plus NA plus any additional**



installed items from dealer stock. **

State of Utah Toyota 2007 Fleet Pricing			
Model	Model Number	Description	Base Contract Price
Prius		2007 Prius Starting 8/01/06	
	1224	5dr Liftback CVT-E	\$20,293
	1226	5dr Liftback CVT-E TOURING EDITION	\$21,010
Corolla		2007 Corolla Starting 7/01/06	
	1801	4dr Sdn CE 5Spd Manual	\$12,940
	1802	4dr Sdn CE 4 Spd Auto	\$13,648
	1811	4dr Sdn S 5 Spd Manual	\$13,560
	1812	4dr Sdn S 4 Spd Auto	\$14,252
	1821	4dr Sdn LE 5 Spd Manual	\$3,703
	1822	4dr Sdn LE 4 Spd Auto	\$14,395
Matrix		2007 Matrix Starting 8/01/06	
	1901	4dr Wgn Std 5 Spd Manual	\$13,875
	1902	4dr Wgn Std 4 Spd Auto	\$14,583
	1911	4dr Wgn XR 5 Spd Manual	\$14,854
	1912	4dr Wgn XR 4 Spd Auto	\$15,571
Camry		2007 Camry Starting 4/06 New Pricing after 8/28/06	
	2513	4dr Sdn STD 5 Spd Manual	\$16,556
	2514	4dr Sdn STD 5 Spd Auto	\$17,474
	2531	4dr Sdn LE 5 Spd Manual	\$17,434
	2532	4dr Sdn LE 5 Spd Auto	\$18,333
	2540	4dr Sdn XLE 5 Spd Auto	\$21,564
	2545	4dr Sdn SE 5 Spd Manual	\$18,368
	2546	4dr Sdn SE 5 Spd Auto	\$19,218
	2550	4dr Sdn SE V6 5 Spd Auto	\$21,492
	2552	4dr Sdn LE V6 5 Spd Auto	\$20,408
	2554	4dr Sdn XLE V6 5 Spd Auto	\$24,216
Camry Solara		2007 Camry Solara Starting 4/06	
	2739	2dr Cpe SE 5 Spd Manual	\$17,420
	2736	2dr Cpe SE 4 Spd Auto	\$18,133
	2740	2dr Cpe SLE 4 Spd Auto	\$20,841
	2749	2dr Cpe SE SPT 5 Spd Manual	\$19,389
	2746	2dr Cpe SE SPT 4Spd Auto	\$20,099
	2738	2dr Cpe SE SPT V6 5 Spd Auto	\$19,423
	2742	2dr Cpe SLE V6 5 Spd Auto	\$23,421
	2748	2dr Cpe SE V6 5 Spd Auto	\$21,389
Avalon		2007 Avalon Starting 8/01/06	



	3534	4dr Sdn XL w/Bucket Seats 5 Spd auto	\$23,508
	3538	4dr Sdn Touring w/Bucket Seats 5 Spd Auto	\$25,427
	3544	4dr Sdn XLS w/Bucket Seats 5 Spd Auto	\$26,882
	3554	4dr Sdn LTD w/Bucket Seats 5 Spd Auto	\$29,185
Sienna		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	5326	5dr CE 5 Spd Auto FWD	\$20,746
	5328	5dr CE 5 Spd Auto FWD	\$20,878
	5336	5dr LE5 Spd Auto FWD	\$22,040
	5338	5dr LE 5 Spd Auto FWD	\$22,172
	5346	5dr XLE 5 Spd Auto FWD	\$25,569
	5356	5dr LTD 5 Spd Auto FWD	\$31,060
	5366	5dr LE 5 Spd Auto AWD	\$25,141
	5376	5dr XLE 5 Spd Auto AWD	\$28,284
	5386	5dr LTD 5 Spd Auto AWD	\$32,930
Rav4		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	4430	Base 4 Spd Auto FWD 4 Cyl	\$18,560
	4431	Base 5 Spd Auto FWD 6 Cyl	\$20,360
	4440	Sport 4 Spd Auto FWD 4Cyl	\$19,954
	4441	Sport 5 Spd Auto FWD 6 Cyl	\$21,649
	4450	Limited 4 Spd Auto FWD 4 Cyl	\$20,556
	4451	Limited 5 Spd Auto FWD 6 Cyl	\$22,251
Model	Model Number	Description	Base Contract Price
Rav4	4432	Base 4 Spd Auto 4X4 4 Cyl	\$19,473
	4433	Base 5 Spd Auto 4X4 6 Cyl	\$21,243
	4442	Sport 4 Spd Auto 4X4 4 Cyl	\$20,844
	4443	Sport 5 Spd Auto 4X4 6 Cyl	\$22,510
	4452	Limited 4 Spd Auto 4X4 4 Cyl	\$21,436
	4453	Limited 5 Spd Auto 4X4 6 Cyl	\$23,148
Highlander		2007 Highlander Pricing Eff 8-06	
	6910	4dr 4Spd Auto FWD	\$20,955
	6912	4dr 4 Spd Auto FWD W/3rd Row Seat	\$21,681
	6916	4dr V6 5 Spd Auto FWD	\$21,859
	6917	4dr V6 SPORT 5 Spd Auto FWD	\$23,708
	6918	4dr V6 5spd Auto FWD W/3rd Row Seat	\$22,579
	6932	4dr V6 Ltd 5spd Auto FWD w/3rd Row Seat	\$25,999
	6920	4dr 4 Spd Auto AWD	\$22,145
	6928	4dr V6 5 Spd Auto AWD W/3rd Row Seat	\$23,769
	6938	4dr V6 Ltd 5 Spd Auto AWD W/3rd Row Seat	\$27,189
	6926	4dr V6 5Spd Auto AWD	\$23,049
	6927	4dr V6 5 Spd Auto SPORT 5 Spd Auto AWD	\$24,954
	6929	4dr V6 5 Spd Auto SPORT AWD W/ 3rd Row Seat	\$25,664



Highlander		2007 Highlander Hybrid Pricing Eff 8-06	
Hybrid	6960	4dr 5 Spd Auto V6 Hybrid FWD W/3rd Row Seat	\$27,820
	6961	4dr 5 Spd Auto V6 Hybrid FWD	\$27,323
	6962	4dr 5 Spd Auto V6 Hybrid Ltd FWD W/3rd Row Seat	\$29,575
	6963	4dr 5 Spd Auto V6 Hybrid Ltd FWD	\$29,167
	6964	4dr 5 Spd Auto V6 Hybrid AWD W/3rd Row Seat	\$28,982
	6965	4dr 5 Spd Auto V6 Hybrid AWD	\$28,521
	6966	4dr 5 Spd Auto V6 Hybrid Ltd AWD W/ 3rd Row Seat	\$30,720
	6967	4dr 5 Spd Auto V6 Hybrid Ltd AWD	\$30,365
4Runner		2007 4Runner Starting 8/01/06	
	8672	4dr SR5 V8 5 Spd Auto	\$25,086
	8676	4dr SR5 Sport V8 5 Spd Auto	\$26,450
	8678	4dr Limited V8 5 Spd Auto	\$30,596
	8642	4dr SR5 V6 4 Spd Auto	\$23,367
	8646	4dr SR5 Sport V6 4 Spd Auto	\$25,240
	8648	4dr Limited V6 4 Spd Auto	\$29,096
	8682	4dr SR5 V8 5 Spd Auto 4WD	\$27,026
	8686	4dr SR5 Sport V8 5 Spd Auto 4WD	\$28,390
	8688	4dr Limited V8 5 Spd Auto 4WD	\$32,537
	8664	4dr SR5 V6 4 Spd Auto 4WD	\$25,307
	8666	4dr SR5 Sport V6 4 Spd Auto 4WD	\$27,180
	8668	4dr Limited V6 4 Spd Auto 4WD	\$31,127
Tacoma		2007 Tacoma Starting 8/01/06	
	7103	Reg Cab 5 Spd Manual	\$12,793
	7104	Reg Cab 4 Spd Auto	\$13,591
	7113	XtraCab 5 Spd Manual	\$15,650
	7114	XtraCab 4 Spd Auto	\$16,467
	7153	Xtra Cab V6 SR5 6 Spd Manual	\$21,227
	7131	PreRunner 5 Spd Manual	\$13,565
	7161	XtraCab PreRunner 5 Spd Manual	\$16,348
	7163	XtraCab PreRunner V6 6 Spd Manual	\$17,620
	7164	Xtra Cab PreRunner V6 5 Spd Auto	\$18,393
	7188	DoubleCab PreRunner V6 5 Spd Auto	\$19,658
	7190	Double Cab PreRunnerV6 5 Spd Auto Long Bed	\$20,092
	7503	Reg Cab 5 Spd Manual 4WD	\$16,288
	7513	XtraCab 5 Spd Manual 4WD	\$19,046
	7553	XtraCab V6 6 Spd Manual 4WD	\$20,407
	7554	XtraCab V6 5 Spd Auto 4WD	\$21,183
	7593	Double Cab V6 6 Spd Manual 4WD	\$21,560
	7594	Double Cab V6 5 Spd Auto 4WD	\$22,313
	7596	Double Cab V6 5 Spd Auto 4WD Long Bed	\$22,746
Model	Model Number	Description	Base Contract Price
Tundra		2006 Limited Availability e Pool only	
		2007 Tundra Truck Pricing will be given to us by 1/31/2007	
		See The All New 2007 Tundra on toyota.com	
	7720	Reg cab work truck V8 5 Spd Auto 4X2	\$14,909



	7820	Reg cab work truck V8 5 Spd Auto 4X4	\$17,790
	7828	SR5 Access Cab V8 5 Spd Auto 4X4	\$22,732
10	<u>10. Third Key</u> <u>As stated in the Dealer Profit item #1, two keys are to be included with the purchase of any vehicle. State purchases along with purchases from several Political Subdivisions will require a third key for each vehicle purchased. The dealer is to provide the cost to add for this third key.</u> <u>The cost will depend on the type of key required for the vehicle only from these three options. The cost for a Standard Key is N/C, for a Key with Computer Chip Logic is \$50.00 and for a Key with a Computer Chip Logic and Remote Buttons is \$135.00 . Dealer must note on their triple net invoices which type of key is required for each vehicle entry plus ignition. Please provide additional Information if needed:</u> <u>KEY WITH REMOTE START \$226.00. KEY WITH SMART KEY \$236.00</u>		

FINET COMMODITY CODE(S):

97514000000 - AUTOMOBILES AND OTHER PASSENGER VEHICLES (INCLUDING EMERGENCY TYPE)

RENTAL OR LEASE

07006000000 - AUTOMOBILES AND STATION WAGONS



Revision number: Purchasing Agent: FRANK VOLK

Item: TOYOTA VEHICLES, YEAR 2007

Vendor: 92341A TONY DIVINO TOYOTA
777 W. RIVERDALE RD
RIVERDALE, UT 84405-3714

Internet Homepage: www.tonydivino.com

Telephone: 801-394-5701

Fax number: 801-627-1238

Contact: BOB SPAULDING

Email address: bspaulding@tonydivino.com

Brand/trade name: TOYOTA

Price: SEE ATTACHED

Terms: NET

Effective dates: 7/6/06 through 8/31/07 (w/2 more renewal options) 2009

Days required for delivery: 90 TO 120 DAYS (Depending upon availability)

Price guarantee period: Model Year 2007

Minimum order: 1

Min shipment without charges:

Other conditions: This Contract is potentially renewable until 8/31/2009.

REVISION: THIS IS A NEW CONTRACT AWARDED TO SAME VENDOR.

Bid No: FV6926

Multiple awards have been issued. See other vehicle contracts before ordering.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a DO in Finet). Agencies will return to the vendor any invoice which reflects incorrect pricing.

**Important information regarding this contract**

The purchase of vehicles listed on this contract require prior authorization and approval (see "Ordering Procedure" below). The purchase of any vehicle model, series and factory installed options are subject to review for appropriateness. Vehicles listed on this contract are NOT to be assumed pre- approved for agency or political subdivision use.

PRICING:

Prices listed below are for the BASE VEHICLE ONLY unless otherwise specified. Prices for factory installed options and applicable option credits are covered by this contract and are available at VQ1 pricing (see "Ordering Procedures" for assistance with optional equipment).

The Base Triple Net Price (TNP) is calculated as follows: Manufacturer-to-Dealer Invoice Price on the base equipped vehicle (no options unless specified otherwise) LESS holdback LESS (VQ1 vehicle discount or invoice discount depending on the manufacturers pricing program advertising) LESS advertising (CMA).

The Contract Base Price is the contract price you pay for the base equipped vehicle. The Contract Base Price is calculated as follows: The TNP PLUS destination charge PLUS dealer profit LESS Government Price Concession.

All user selected factory installed options and applicable option credits must be added/deducted to/from the Contract Base Price to arrive at the Final Vehicle Purchase Price. All user selected factory installed options and applicable option credits are to be taken at VQ1 pricing or Triple Net Pricing.

All prices are firm for the model year unless otherwise specified (through August 31, 2007) or until the factory production cutoff date is reached (this date is generally announced by the manufacturer in late winter or early spring). Firm pricing also applies to factory installed options. Any price decreases in the base vehicle, factory installed options or additional rebates/incentives offered during the model year are to be made available to the ordering entity.

ORDERING PROCEDURES:

For STATE AGENCIES: This contract is an AR contract (authorization required). State agencies MUST coordinate purchases through the following individuals: Sam Lee (619-7237).

For POLITICAL SUBDIVISIONS: Political Subdivisions should work directly with their respective fleet/motor pool managers or designates when ordering a vehicle.

Users of PC Carbook can pre-configure vehicles complete with pricing to facilitate ordering. Entities who do not subscribe to the PC Carbook service may contact Sam Lee (619-7237) or Frank Volk (538-3707) for assistance and guidance in determining vehicle pricing.

OPTIONAL EQUIPMENT:

For STATE AGENCIES: The above mentioned motor pool managers will assist in configuring a vehicle to meet your requirements using PC Carbook. They will generate reports listing all standard and optional equipment at the Triple Net price. They will also perform a comparative analysis of other similar makes and models on contract to determine the best value given your agency requirements for intended use.

For POLITICAL SUBDIVISIONS: Contact your respective motor pool manager for assistance. A number of political subdivision fleet/motor pool managers are now using PC Carbook. If you do not have a fleet/motor pool manager or you do not have access to PC Carbook, you may call either Sam Lee (619-7237) or Frank Volk (538-3707) for assistance in selecting optional equipment and generating comparative vehicle reports.

PC CARBOOK:



PC Carbook is NOT required in order to use this vehicle contract. However, for those entities responsible for purchasing or configuring several vehicles each year, the information available through PC Carbook may save you many man-hours. PC Carbook is an excellent tool for calculating the Contract of factory installed optional equipment. PC Carbook is a subscription software service for new, used and leased vehicles. It is available at a group rate of \$785/year through statewide price agreement PA-891.

CONTRACT BASE PRICE INCLUDES:

1. All standard equipment
2. All deductions for holdback, VQ1 or Triple Net Invoicing, credit and advertising.
3. All deductions for government price concessions/bid assistance, rebates and incentives.
4. An addition for Destination Charges from manufacturer to dealership
5. An addition for Dealer profit
6. All dealer preparation and pre-servicing costs. (No price deduction may be taken by those entities wishing to perform their own pre-servicing work):

Dealer pre-delivery servicing and adjustments include but not limited to the following:

- a. All adjustments required to meet Utah safety inspection requirements and emission control certifications.
- b. Tuning of engine for high altitude (4500 ft.)
- c. Adjustments of all accessories to optimal working condition.
- d. Inspection of electrical, braking and suspension systems.
- e. Charging of battery.
- f. Alignment of front end.
- g. Inflation of tires to optimal pressure.
- h. Computer spin balancing of all wheels including spare.
- i. Lubrication of engine and chassis. Filling of all lubrication reservoirs (crankcase, power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures.
- j. Servicing of cooling system with permanent type antifreeze and summer coolant for -20 deg. F. windshield washer fluid reservoirs to be full and of a type suitable to -20 deg. F.
- k. Vehicle(s) shall be ready for immediate operation and should include a full tank of gas and/or alternative fuel of up to 25 gallons. Cost of gas or alternative fuel shall be included at no extra charge.
- l. Vehicle(s) to be clean and thoroughly detailed inside and out prior to delivery. All upholstery and floor protection removed. Floor mats are to be placed, window decals removed and all adhesive cleaned from the vehicle. The vehicle will be put into service as soon as it is received and it is expected to be completely cleaned and operational at time of delivery/pickup.
- m. All factory defects to be corrected prior to delivery.
- n. Two (2) sets of pre-tested keys marked with VIN number and license plate number. Also the vehicle key code must be provided. (see pricing page above individual vehicle pricing for costs associated with ordering a third key).

7. Documentation:

- a. Operators (owners) manual.
- b. Manufacturer's warranty information.
- c. Original odometer statement (if entity is registering their own vehicle).
- d. Manufacturer's statement of origin (MSO) (if entity is registering their own vehicle).
- e. Application for title properly completed and signed (if entity is registering their own vehicle).
- f. Dealer's triple net invoice.
- g. Manufacturer's specifications attached to vehicle.
- h. Signed pre-delivery checklist certifying completion of the above listed items.

8. Registration:

- a. Registering and affixing the state authorized "EX" type centennial plates prior to delivery.

9. Delivery costs up to a 90 mile radius of dealership.



THE DEALERSHIP ALSO AGREES TO THE FOLLOWING:

The contract may be canceled if, but not limited to, the following conditions should they arise:

1. The dealer sells fleet vehicles to the retail market
2. The dealer/mfg. substitutes product or equipment without entity authorization
3. The dealer/mfg. excessively delivery delays
4. The dealer/mfg. provides poor workmanship
5. The dealer fails to perform as outline in the bid specifications
6. The dealer fails to provide adequate customer service/support
7. Pricing irregularities which are not supported by written documentation from the manufacturer.
8. To make every effort to notify the ordering entity within 14 day of order placement of the factory's acceptance of order, the scheduled build date and anticipated delivery date; and to deliver within the quoted lead time. Dealer agrees that the ordering entity may cancel the order if the 14 day period for factory acceptance / confirmation / build date schedule is not conveyed to the ordering entity or if delivery appears to be 30 days longer than the original quoted delivery date.

Prior to delivery of any vehicle, the dealer will notify and make arrangements with the ordering entity for the purposes of conducting a physical inventory of the vehicle(s).

CALCULATING THE FINAL PURCHASE PRICE OF A VEHICLE IS EASY:

Contract Base Price + Factory Installed Options (VQ1 Pricing or Triple Net Pricing) + Delivery Charge beyond 90 mile radius (if applicable) + Third Key (if applicable) = Final Purchase Price

SUGGESTED ORDERING PROCEDURES
For State Agencies

1. Agency determines need for vehicle and required features.
2. Agency contacts the appropriate fleet manager (State Motor Pool/Div. of Fleet Operations, Public Safety, Natural Resources or Transportation).
3. The fleet manager, after consulting with agency personnel: 1) determines appropriateness of the request, 2) determines the appropriate standard and optional equipment requirements, and 3) configures a vehicle specification sheet by make, model and style based upon the standard optional equipment requested.
4. The fleet manager performs the following: 1) determines the final purchase price of the vehicle, 2) makes a comparative price analysis of various competing makes and models, 3) provides requesting agency with the comparative analysis worksheets for review, and 4) makes a recommendation to the agency as to which vehicle meets requirements at the lowest final purchase price.
5. Agency reviews the comparative analysis and recommendation. If in agreement, agency instructs fleet manager (in writing) to proceed with purchase. If in disagreement, agency recommends the alternative to the fleet manager and submits written justification to support the alternative choice.
6. If the fleet manager agrees, the fleet manager generates an order worksheet listing the vehicle and all selected options, discounts, incentives, etc. and calculates the final purchase price.
7. The fleet manager contacts the Division of Fleet Operations. The Division of Fleet Operations will issue an authorization control number.
8. The fleet manager then places order with the appropriate dealer via fax, mail, phone, etc.
9. Dealer enters the order and submits written documentation via mail or fax confirming order placement and factory acceptance. A build number and scheduled build date should be provided to the fleet manager within 14 business days of order placement.
10. Dealer provides frequent status reports on all orders placed with the ordering entity's fleet manger.
11. The ordering entity's fleet manager provides frequent status reports on all orders placed to the requesting agency.
12. Upon receipt and acceptance of vehicle, the fleet manager sends a copy of the invoice along with the authorization control number to the Division of Fleet Operations.

**SUGGESTED ORDERING PROCEDURES**

For Political Subdivisions

Each entity should: 1) work directly with their own fleet manager or motor pool personnel who will follow the same or similar procedures as those listed above, or 2) if the ordering entity lacks the resources and desires to utilize the services of the State Motor Pool/Division of Fleet Operations' Fleet Manager, they may do so. In such a case, the State Motor Pool/Division of Fleet Operations' Fleet Manager will follow the same or similar procedures as those listed above EXCEPT the ordering entity will be responsible for: 1) determining the appropriateness of their own vehicle requirements, 2) justifying their own alternative decisions, 3) placing their own vehicle order, and 4) obtaining their own order status reports and disseminating such information to their user entities 5) inspecting their own vehicles, and 6) approving and paying their own invoices.

PRICING PAGES

The following is specific to this TOYOTA contract only for 2007 vehicles:

1. **Dealer Profit:**
Dealer profit is already added into the Contract Base Price of each vehicle
(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys.)
2. **Registration Costs:**
Ordering entities wishing to register their own vehicles will have **\$ 10.00** deduction to the Contract Base Price.
3. **Delivery Costs:**
Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must add to the Contract Base Price: **\$.95/mile**.
4. **Shop/Service Manuals:**
Ordering entities wishing to purchase manuals must add to the Contract Base Price:
Varies per shop manual and **Varies** per service manual.
5. **Finance Charge:**
Late invoices may be subject to finance charges equal to **12 %** APR.
6. **Dealer Preparation and Pre-Servicing Costs:**
Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer will have **no** deduction to the Contract Base Price.
7. **Decals**
Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must add **\$ 15.00** per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.
8. **Third Key**
Two keys are to be included with the purchase of any vehicle. If the dealer is required to add a third key, the cost of **\$N/C** is to be added to the Contract Base Price for a Standard Key.
The cost for a key with Chip Logic is **\$ 50.00**
The cost for a key with Remote Buttons is **\$ 135.00**.
The cost for key with remote start is **\$ 226.00**.
The cost for a key with smart key is **\$ 236.00**.

****All Vehicles listed on the state contract may be purchased at the state contract pricing plus NA plus any additional**



installed items from dealer stock. **

State of Utah Toyota 2007 Fleet Pricing			
(As of 7/18/2006) When more 2007 pricing becomes available, this file will be updated			
Model	Model Number	Description	Base Contract Price
Prius		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	1224	5dr Liftback CVT-E	\$ 19,897
			\$ 244
Corolla		2007 Corolla Starting 7/01/06 Order Month Nov/Dec	
	1801	4dr Sdn CE 5Spd Manual (N/A 2005 MY)	\$ 12,940
	1802	4dr Sdn CE 4 Spd Auto (N/A 2005 MY)	\$ 13,648
	1811	4dr Sdn S 5 Spd Manual	\$ 13,560
	1812	4dr Sdn S 4 Spd Auto	\$ 14,252
	1821	4dr Sdn LE 5 Spd Manual	\$ 13,703
	1822	4dr Sdn LE 4 Spd Auto	\$ 14,395
Matrix		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	1901	4dr Wgn Std 5 Spd Manual	\$ 13,876
	1902	4dr Wgn Std 4 Spd Auto	\$ 14,584
	1904	4dr Wgn Std 4 Spd Auto 4WD	\$ 16,123
	1911	4dr Wgn XR 5 Spd Manual	\$ 14,856
	1912	4dr Wgn XR 4 Spd Auto	\$ 15,572
	1914	4dr Wgn XR 4 Spd Auto 4WD	\$ 16,928
	1921	4dr Wgn XRS 6-Spd Manual	\$ 17,022
Camry		2007 Camry Starting 4/06	
	2513	4dr Sdn STD 5 Spd Manual	\$ 16,556
	2514	4dr Sdn STD 5 Spd Auto	\$ 17,474
	2531	4dr Sdn LE 5 Spd Manual	\$ 17,200
	2532	4dr Sdn LE 5 Spd Auto	\$ 18,097
	2540	4dr Sdn XLE 5 Spd Auto	\$ 21,330
	2545	4dr Sdn SE 5 Spd Manual	\$ 18,242
	2546	4dr Sdn SE 5 Spd Auto	\$ 19,092
	2550	4dr Sdn SE V6 5 Spd Auto	\$ 21,237
	2552	4dr Sdn LE V6 5 Spd Auto	\$ 20,153
	2554	4dr Sdn XLE V6 5 Spd Auto	\$ 23,961
Camry Solara		2007 Camry Solara Starting 4/06	
	2739	2dr Cpe SE 5 Spd Manual	\$ 17,420
	2736	2dr Cpe SE 4 Spd Auto	\$ 18,133
	2740	2dr Cpe SLE 4 Spd Auto	\$ 20,841
	2749	2dr Cpe SE SPT 5 Spd Manual	\$ 19,389
	2746	2dr Cpe SE SPT 4Spd Auto	\$ 20,099
	2738	2dr Cpe SE SPT V6 5 Spd Auto	\$ 19,423
	2742	2dr Cpe SLE V6 5 Spd Auto	\$ 23,421
	2748	2dr Cpe SE V6 5 Spd Auto	\$ 21,389



Avalon		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	3534	4dr Sdn XL w/Bucket Seats 5 Spd auto	\$ 23,422
	3538	4dr Sdn Touring w/Bucket Seats 5 Spd Auto	\$ 25,341
	3544	4dr Sdn XLS w/Bucket Seats 5 Spd Auto	\$ 26,798
	3554	4dr Sdn LTD w/Bucket Seats 5 Spd Auto	\$ 29,103
Sienna		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	5326	5dr CE 5 Spd Auto FWD	\$ 20,746
	5328	5dr CE 5 Spd Auto FWD	\$ 20,878
	5336	5dr LE5 Spd Auto FWD	\$ 22,040
	5338	5dr LE 5 Spd Auto FWD	\$ 22,172
	5346	5dr XLE 5 Spd Auto FWD	\$ 25,569
	5356	5dr LTD 5 Spd Auto FWD	\$ 31,060
	5366	5dr LE 5 Spd Auto AWD	\$ 25,141
	5376	5dr XLE 5 Spd Auto AWD	\$ 28,284
	5386	5dr LTD 5 Spd Auto AWD	\$ 32,930
Model	Model Number	Description	Base Contract Price
Rav4		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	4430	Base 4 Spd Auto FWD 4 Cyl	\$ 18,560
	4431	Base 5 Spd Auto FWD 6 Cyl	\$ 20,360
	4440	Sport 4 Spd Auto FWD 4Cyl	\$ 19,954
	4441	Sport 5 Spd Auto FWD 6 Cyl	\$ 21,649
	4450	Limited 4 Spd Auto FWD 4 Cyl	\$ 20,556
	4451	Limited 5 Spd Auto FWD 6 Cyl	\$ 22,251
	4432	Base 4 Spd Auto 4X4 4 Cyl	\$ 19,473
	4433	Base 5 Spd Auto 4X4 6 Cyl	\$ 21,243
	4442	Sport 4 Spd Auto 4X4 4 Cyl	\$ 20,844
	4443	Sport 5 Spd Auto 4X4 6 Cyl	\$ 22,510
	4452	Limited 4 Spd Auto 4X4 4 Cyl	\$ 21,436
	4453	Limited 5 Spd Auto 4X4 6 Cyl	\$ 23,148
Highlander		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	6910	4dr 4Spd Auto FWD	\$ 20,645
	6912	4dr w/3rd seat 4 spd Auto FWD	\$ 21,368
	6916	4dr V6 5spd Auto FWD	\$ 21,547
	6917	4dr V6 SPT 5Spd Auto FWD	\$ 23,396
	6918	4dr V6 5spd Auto FWD w/3rd seat	\$ 22,268
	6932	4dr V6 Ltd 5spd Auto FWD w 3rd seat	\$ 25,686
	6920	4dr 4 Spd Auto AWD	\$ 21,835
	6928	4dr V6 5 Spd Auto AWD w/3rd Seat	\$ 23,458
	6938	4dr V6 Ltd 5 Spd Auto AWD w/3rd seat	\$ 26,876
	6926	4dr V6 5Spd Auto AWD	\$ 22,737



	6927	4dr V6 SPT 5Spd Auto AWD	\$ 24,644
	6929	4dr V6 SPT 5spd Auto AWD w 3rd seat	\$ 25,367
Highlander		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
Hybrid	6920	4dr 5 Spd Auto V6 Hybrid 4X2	\$ 27,925
	6962	4dr 5 Spd Auto V6 Hybrid Ltd 4X2	\$ 32,054
	6964	4dr 5 Spd Auto V6 Hybrid 4X4	\$ 28,982
	6966	4dr 5 Spd Auto V6 Hybrid Ltd 4X4	\$ 33,174
4Runner		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	8672	4dr SR5 V8 5 Spd Auto	\$ 25,066
	8676	4dr SR5 Sport V8 5 Spd Auto	\$ 26,430
	8678	4dr Limited V8 5 Spd Auto	\$ 30,576
	8642	4dr SR5 V6 4 Spd Auto	\$ 23,347
	8646	4dr SR5 Sport V6 4 Spd Auto	\$ 25,220
	8648	4dr Limited V6 4 Spd Auto	\$ 29,076
	8682	4dr SR5 V8 5 Spd Auto 4WD	\$ 24,306
	8686	4dr SR5 Sport V8 5 Spd Auto 4WD	\$ 28,370
	8688	4dr Limited V8 5 Spd Auto 4WD	\$ 32,517
	8664	4dr SR5 V6 4 Spd Auto 4WD	\$ 25,287
	8666	4dr SR5 Sport V6 4 Spd Auto 4WD	\$ 27,160
	8668	4dr Limited V6 4 Spd Auto 4WD	\$ 31,107
Tacoma		2006 PRICING 2007 INCREASE NO MORE THAN 3%	
	7103	Reg Cab 5 Spd Manual	\$ 12,680
	7104	Reg Cab 4 Spd Auto	\$ 13,479
	7113	XtraCab 5 Spd Manual	\$ 15,566
	7114	XtraCab 4 Spd Auto	\$ 16,356
	7153	Xtra Cab V6 SR5 6 Spd Manual	\$ 21,116
	7131	PreRunner 5 Spd Manual	\$ 13,452
	7161	XtraCab PreRunner 5 Spd Manual	\$ 16,236
	7163	XtraCab PreRunner V6 6 Spd Manual	\$ 17,510
	7164	Xtra Cab PreRunner V6 5 Spd Auto	\$ 18,282
	7188	DoubleCab PreRunner V6 5 Spd Auto	\$ 19,549
	7190	Double Cab PreRunnerV6 5 Spd Auto Long Bed	\$ 19,982
	7503	Reg Cab 5 Spd Manual 4WD	\$ 16,176
	7513	XtraCab 5 Spd Manual 4WD	\$ 18,934
	7553	XtraCab V6 6 Spd Manual 4WD	\$ 20,296
	7554	XtraCab V6 5 Spd Auto 4WD	\$ 21,071
	7593	Double Cab V6 6 Spd Manual 4WD	\$ 21,450
	7594	Double Cab V6 5 Spd Auto 4WD	\$ 22,206
	7596	Double Cab V6 5 Spd Auto 4WD Long Bed	\$ 22,639
Model	Model Number	Description	Base Contract Price
Tundra		2006 Tundra Double Cab Can be Ordered until 8-9-06	
		2007 Tundra is a whole new Truck Pricing will be given to	
	7711	4x2 Reg cab V6 6 Spd Manual	\$ -
	7710	4x2 Reg cab V6 5 Spd Auto	\$ -
	7720	4x2 Reg cab work truck V8 5 Spd Auto	\$ -

Matt Jenkins - State of Utah Contract Award, Contract AR1729

From: Matt Jenkins
To: bspaulding@tonydivino.com
Date: 7/19/2006 10:26 AM
Subject: State of Utah Contract Award, Contract AR1729
CC: Volk, Frank

Attn: Bob Spaulding
Tony Divino Toyota
777 W. Riverdale Rd.
Riverdale, UT 84405-3714

The State of Utah is pleased to inform you that your company has been awarded State Cooperative Contract **AR1729** as a result of solicitation number **FV6926**.

Attached is a copy of the contract information summary and signature page which state agencies and political subdivisions can access at <http://www.purchasing.utah.gov/statewidecontracts/>. The files are listed under the State Cooperative Contract number listed above. A full contract file representing the entire agreement can also be viewed at the above link. It is important that you read all documents to verify prices, terms and conditions, contact numbers, email addresses, etc. If you discover any errors please notify me immediately.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the attached letter. Timely submittal of these reports are an important part of your contract obligations.

We look forward to our continued successful partnership. Please contact me if you have any questions about the above information.

Matt Jenkins, Purchasing Technician
State of Utah
Division of Purchasing & General Services
3150 State Office Building
Salt Lake City, Utah 84114
mattjenkins@utah.gov
Phone: 801-538-3151
Fax: 801-538-3882

Bid #FV6926 - 2007 Toyota Fleet Vehicles

Creation Date Jun 13, 2006

End Date Jul 5, 2006 2:00:00 PM MDT

Start Date Jun 14, 2006 10:01:18 AM MDT

Awarded Date Jul 6, 2006

FV6926-1-01 2007 Toyota Fleet Vehicles					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TONY DIVINO TOYOTA	First Offer -	1 / contract			Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Vendor Notes:			
		PLEASE NOTIFY ME WHEN BID RECIEVED			
		THANKS			
		BOB			

Vendor Totals

TONY DIVINO TOYOTA		\$0.00
Bid Contact	Bob Spaulding	Address 777 W Riverdale Rd
	bspaulding@tonydivino.com	Riverdale, UT 84405
	Ph 801-394-5701	
	Fax 801-627-1238	
Bid Notes	TOYOTA MAY MAKE OTHER MODELS AVAILABLE DURING THE CONTRACT TERM, THEY WILL BE ADDED TO THE CONTRACT WHEN THEY CAN BE ORDERED.	
	TOYOTA DOES NOT GIVE PRICE PROTECTION. ALL PRICING IS SET WHEN THE VEHICLE IS INVOICED TO THE DEALER. DEALER IS NOTIFIED OF PRICING CHANGES APPROXIMATLY 15 DAYS BEFORE EFFECTIVE DATE. THE PRICING WILL NOT EFFECT EXISTING ORDERS.	
Agency Notes:	Vendor Notes:	

****** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

TONY DIVINO TOYOTA

Bid Contact Bob Spaulding
bspaulding@tonydivino.com
Ph 801-394-5701
Fax 801-627-1238

Address 777 W Riverdale Rd
Riverdale, UT 84405

Bid Notes TOYOTA MAY MAKE OTHER MODELS AVAILABLE DURING THE CONTRACT TERM, THEY WILL BE ADDED TO THE CONTRACT WHEN THEY CAN BE ORDERED.
TOYOTA DOES NOT GIVE PRICE PROTECTION. ALL PRICING IS SET WHEN THE VEHICLE IS INVOICED TO THE DEALER. DEALER IS NOTIFIED OF PRICING CHANGES APPROXIMATELY 15 DAYS BEFORE EFFECTIVE DATE. THE PRICING WILL NOT EFFECT EXISTING ORDERS.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
FV6926-1-01	2007 Toyota Fleet Vehicles	Supplier Product Code: PLEASE NOTIFY ME WHEN BID RECEIVED THANKS BOB	First Offer -	1 / contract		Y
Vendor Total					\$0.00	

Vendor: **TONY DIVINO TOYOTA**

STATE OF UTAH



SOLICITATION NO. FV6926

2007 Toyota Fleet Vehicles

RESPONSES ARE DUE PRIOR TO:

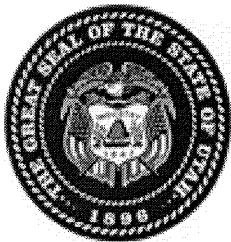
Jul 5, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Vendor: **TONY DIVINO TOYOTA**

State of Utah Invitation to Bid

Company Name TONY DIVINO TOYOTA		Federal Tax Identification Number 87-0459928	
Ordering Address 777 W RIVERDALE RD	City RIVERDALE	State UT	Zip Code 84405
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person BOB SPAULDING	
Telephone Number (include area code) 801-394-5701	Fax Number (include area code) 801-627-1238	Email Address bspaulding@tonydivino.com	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) net 14 days		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 60-120	
Brand/Trade Name TOYOTA		Price Guarantee Period (see attached specifications for any required minimums) CURRENT PRICING AT TIME OF DELIVERY	
Minimum Order 1		Company's Internet Web Address www.tonydivino.com	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. VARIOUS LOCATIONS 80% USA			
Offeror's Authorized Representative's Signature BOB SPAULDING <i>Signed Electronically</i>		Date 7/5/2006	
Type or Print Name BOB SPAULDING <i>[Signature]</i>		Position or Title FLEET MANAGER	

State Cooperative Contract
APPROVED
[Signature]
DOUGLAS G. RICHINS
 Director of Purchasing
 State of Utah *7/6/06*

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

Vendor: **TONY DIVINO TOYOTA**

BID #FV6926
ATTACHMENT #1

The following price additions and/or discounts shall be applied to the total triple net invoice price. The total triple net invoice price is the result of taking the triple net price of the standard equipped base vehicle LESS HOLDBACK, LESS ADVERTISING, LESS FINANCING, adding the triple net price of all selected factory installed options, and subtracting all applicable triple net discounts available on standard or selected optional equipment including any other incentives offered by the manufacturer.

1. **Dealer Profit:**

Dealer profit to be **added** to the total triple net invoice price is: **\$179.00**.

(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys. See Requirements 1.0a and Pricing 3.3).

2. **Additional Dealer/Mfg. Discounts and/or Concessions:**

Dealer/Mfg. offers an additional discount(s) to be **subtracted** from the total triple net invoice price for each vehicle purchased of: **\$N/A**.

If additional discounts or concessions offered by the dealer or manufacturer vary by model or series, or are affected by model year price protection, or are dependent upon greater of government bid assistance; please be specific in listing the model and series affected and the applicable discount or concession amount. Dealers who do not clearly identify the appropriate and applicable discounts available for each model and/or affected series risk bid rejection. Please attach the listing to this form.

(Additional discounts or incentives are in addition-to and not in-lieu-of any other discounts and incentives offered by the dealer/manufacturer. See Pricing 3.2).

3. **Registration Costs:**

Ordering entities wishing to register their own vehicles may **deduct** from the total purchase price: **\$10.00**. (See Registration 5.1).

4. **Delivery Costs:**

Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must **add** to the total purchase price: **\$.95/mile**. (See Pricing 3.3).

5. **Shop/Service Manuals:**

Ordering entities wishing to purchase manuals must **add** to the total purchase price: **\$VARIOUS**per shop manual and **\$VARIOUS**per service manual. (See Pricing 3.3).

6. **Finance Charge:**

Late invoices may be subject to finance charges equal to **12% APR**. (See Ordering & Payment 9.3).

7. **Dealer Preparation and Pre-Servicing Costs:**

Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer may **deduct** **\$N/A**per vehicle. (See Delivery 4.1 except items "m & n" shall be performed regardless).

8. **Decals**

Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must **add** \$15.00 per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.

9. **Pass-Through Codes**

Dealer will provide pass-through codes to ordering entity to have bodies attached by a third party provider with pass-through charges added to the total purchase price. Pass-through charges to be at dealer cost. ☐ Yes ☐ No **NOT AVAILABLE**Exception

10. **Third Key**

As stated in the Dealer Profit item #1, two keys are to be included with the purchase of any vehicle. State purchases along with purchases from several Political Subdivisions will require a third key for each vehicle purchased. The dealer is to provide the cost to **add** for this third key. The cost will depend on the type of key required for the vehicle only from these three options. The cost for a Standard Key is \$N/C, for a Key with Computer Chip Logic is \$50.00 and for a Key with a Computer Chip Logic and Remote Buttons is \$135.00. Dealer must note on their triple net invoices which type of key is required for each vehicle entry plus ignition.

Please provide additional Information if needed:

KEY WITH REMOTE START \$226.00. KEY WITH SMART KEY \$236.00

2007 MY Incentive Programs

2007 Model Year Commercial Fleet Incentive Invoice Credit Program

Toyota Fleet is pleased to announce its Commercial "Invoice Credit" incentives for the 2007 Model Year as follows:

Toyota Commercial Fleet Invoice Credit Program

2007 Model Year (H1)

Camry \$ 200 RAV4 \$ 200

Camry Hybrid * - Highlander \$ 1,000

Corolla \$ 400 Highlander Hybrid \$ 1,250

Matrix \$ 400 4Runner \$ 1,000

Avalon \$ 200 Tundra MY06 \$ 2,000

Solara \$ 500 Tundra MY07 \$ 500

Sienna \$ 500 Sequoia \$ 1,500

Prius - Tacoma \$ 500

*** Series NOT Available for Risk Licensee Program and cannot be ordered at this time.**

STATE OF UTAH



SOLICITATION NO. FV6926

2007 Toyota Fleet Vehicles

RESPONSES ARE DUE PRIOR TO:

Jul 5, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid FV6926 2007 Toyota Fleet Vehicles

Bid Number FV6926
 Bid Title 2007 Toyota Fleet Vehicles

 Bid Start Date Jun 14, 2006 10:01:18 AM MDT
 Bid End Date Jul 5, 2006 2:00:00 PM MDT
 Question & Answer End Date Jun 30, 2006 7:00:00 AM MDT

 Bid Contact Frank Volk
 Purchasing Agent
 801-538-3707
 fvolk@utah.gov

 Contract Duration 1 year
 Contract Renewal 2 annual renewals
 Prices Good for 1 year

 Bid Comments Per the attached specifications.

ALL questions concerning this bid must be submitted through the RFP Depot system.

Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

As stated in the bid specifications: Bid Evaluation (section 8.0)

1)Dealers are required to submit triple net invoices on all vehicles. This can be done by either
a) submitting electronically with your bid, or
b) submitting a paper copies by mail/delivery to the address listed in the bid specifications. If you decide this method, you are encouraged to still complete your bid electronically even though you are sending/delivering the paper copies of the triple net invoices.

2)Dealers are also required to complete the information requested in attachment #1. This can be done electronically.

Added on Jun 19, 2006:
 Extended bid for one week. New due date and time is July 5th at 2:00pm

Changes made on Jun 19, 2006 11:46:22 AM MDT

Previous End Date	Jun 28, 2006 2:00:00 PM MDT	New End Date	Jul 5, 2006 2:00:00 PM MDT
Previous Q & A End Date	Jun 23, 2006 7:00:00 AM MDT	New Q & A End Date	Jun 30, 2006 7:00:00 AM MDT

Item Response Form

Item FV6926-1-01 - 2007 Toyota Fleet Vehicles
Quantity 1 contract
Prices are not requested for this item.
Delivery Location State of Utah
N/A
*
* UT *
Qty 1
Description
Per the attached bid documents.



State of Utah

Invitation to Bid

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government	Company Contact Person _____		
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Date _____	
Type or Print Name _____		Position or Title _____	

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

**State Cooperative Contract
FLEET
MODEL YEAR 2007 TOYOTA PASSENGER CARS, LIGHT TRUCKS, CAB &
CHASSIS TRUCKS, PASSENGER/CARGO VANS & WAGONS,
SPORT UTILITY VEHICLES, AND ALTERNATIVE FUEL VEHICLES**

**Specifications, Terms and Conditions
Bid # FV6926**

I. GENERAL INFORMATION

1. INTRODUCTION:

The State of Utah, Division of Purchasing & General Services is requesting bids for the future purchases of Toyota Fleet Vehicles. All specifications and instructions are in addition to the Standard Terms and Conditions (attached).

2. PURPOSE:

The purpose of this Invitation to Bid (herein ITB) is to establish a state cooperative contract for the use of all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, counties, cities, etc.). Dealer(s) agree to furnish the specified vehicles to all state agencies and to political subdivisions at the same price and under the same terms and conditions offered in this bid. This solicitation may result in the award of multiple contracts.

State agencies with requirements that are not met by the contracts resulting from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

Frank Volk
State of Utah
Division of Purchasing & General Services
Room 3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061
fvolk@utah.gov
Voice: (801) 538-3707 Fax: (801) 538-3882

4. RELEVANT WEBSITE:

The website for the State of Utah, Division of Purchasing & General Services, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: <http://www.purchasing.utah.gov> This site will also host the contract information for the contract that results from this ITB.

5. BID DUE DATE, TIME AND LOCATION:

Bidders may complete their bid and submit it through the RFP Depot System. This is the preferred method to return your bid documents. This is the easiest most efficient and reliable

bidding method offered. Any required information can be submitted as electronic attachments to your bid.

If you prefer you may provide one (1) hard copy of bid which is due by Wednesday, June 28, 2006 by 2:00pm and must be received at the following location:

State of Utah
Division of Purchasing & General Services
Room 3150, State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

Late bids will not be considered. Bids will not be accepted via fax.

If you plan to hand deliver your bid, please note: Due to construction on Capitol Hill, it is difficult to get into the building and into the Purchasing Office. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. Please allow sufficient time.

Bid must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

Bidders may submit bid any time prior to the above stated deadline. The formal bid opening will be held in the Division of Purchasing conference room at 2:00 p.m. Bidders are invited to attend, but attendance is not required.

6. HISTORICAL USAGE DATA:

The total volume in the last year was approximately \$1,973,000. This volume is from State Agencies and Political Subdivisions such as cities and counties. Contract(s) shall be of indefinite quantity. The State makes no guarantee that vehicles will actually be purchased against the contract(s) nor does the State guarantee a certain quantity, dollar amount or percentage.

7. GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

II. AWARD OF CONTRACT AND CONTRACT TERMS**1. AWARD OF CONTRACT:**

The State intends to award at a minimum one (1) contract to a Toyota dealership. The State reserves the right to make a multiple award based on zones or regions that would better serve the needs of state agencies and political subdivisions. The State may also choose to split an award along product lines; e.g. light trucks to a dealership specializing in truck sales only or alternative fuel vehicles to a dealership equipped and authorized by the manufacturer to support/service AFC's, etc.

2. CONTRACT TERM:

The contract term is one (1) year (August 31st 2006) or until production cutoff dates have been established. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is three years, including all renewal options).

3. PRICE GUARANTEE:

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for at least one (1) year and must be made at least 30 days prior to the effective date. Request for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing.

4. PRICE REDUCTIONS:

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease. The state reserves the right to negotiate lower pricing or to advertise for bids, in the event of a significant decrease in market price of any vehicles it has under contract. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of all discounts, etc., then the normal pricing to the public or to the trade in general shall also be granted to the purchasers/users of any contract obtained through this solicitation.

5. CANCELLATION OF PROCUREMENT:

The State reserves the right to cancel any contract (s) resulting from this solicitation upon written notification, for cause, including but not limited to: the sale of fleet vehicles to the retail market, unauthorized substitution of product or equipment, excessive delays in filling orders, poor workmanship, failure to perform as outlined in the specifications, inadequate customer service/support, and pricing irregularities contrary to the contract and not supported by written documentation from the manufacturer.

6. RIGHT TO PUBLISH:

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to release any information that pertains to the potential work or activities covered by this procurement or contracts. Failure to adhere to this requirement may result in disqualification of the vendor's bid or termination of the contract for cause.

7. MANDATORY USAGE REPORT REQUIREMENT:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify the name of the individual responsible for preparation of the mandatory usage reports:

Toyota Fleet Vehicles

Bid FV6926

Sample Reports**Summary Report**

From	To	Customer	Purchase Total
Sample Data follows			
07/01/04	09/30/04	Weber State University	\$12,331.00
07/01/04	09/30/04	State of Utah Purchasing	\$6,571.00
07/01/04	09/30/04	National Guard	\$4,329.00
07/01/04	09/30/04	Mosquito Abatement District - Salt Lake City	\$767.00
07/01/04	09/30/04	Ogden City	\$2,134.00
07/01/04	09/30/04	Utah County	\$48,776.00
07/01/04	09/30/04	Utah Transit Authority	\$62,374.00
07/01/04	09/30/04	Carbon County	\$1,325.00
07/01/04	09/30/04	Davis County School District	\$47,212.00
07/01/04	09/30/04	Water Conservancy District - Jordan Valley	\$357.00
07/01/04	09/30/04	State of Utah Human Services	\$6,257.00
07/01/04	09/30/04	Southern Utah University	\$1,341.00

Line Item Report

From	To	Product #	Item Description	Unit	Unit Price	Qty.	Line Total
Sample data follows							
07/01/04	09/30/04		Light bulbs, 45 watt	Box/4	\$1.25	17	\$21.25
07/01/04	09/30/04		White paint, 5 gallon	Each	\$17.21	5	\$86.05
07/01/04	09/30/04		3/4" paint brush	Case/24	\$5.24	7	\$36.68
07/01/04	09/30/04		Light bulbs, 100 watt	Case/12	\$3.16	24	\$75.84
07/01/04	09/30/04		Bright white copy paper	Ream	\$4.15	15	\$62.25
07/01/04	09/30/04		Bright white copy paper	Carton	\$22.76	30	\$682.80
07/01/04	09/30/04		3/4" paint brush	Each	\$0.00	0	\$0.00
07/01/04	09/30/04		White paint, 1 gallon	Each	\$7.13	9	\$64.17

III. SPECIAL TERMS & CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS

Overview: This Invitation to Bid covers ALL Model year 2007 Toyota passenger cars, light trucks, cab and chassis trucks, passenger/cargo vans & wagons, sport utility vehicles, and alternative fuel vehicles currently under production or that will be placed into production by Toyota Motor Corporation under their fleet program. All Toyota dealerships are invited and encouraged to submit a bid. The State intends to award a contract or contracts to a successful Toyota dealership or dealerships. Such contracts is/are intended to extend through the 2007 model year ending on or about August 31, 2007 or until production order cut off dates have been reached.

The State of Utah invites all dealerships, in association with the manufacturer, to extend their most favorable large fleet pricing to the State; its agencies and its political sub-divisions. The State has determined that bids will be considered from dealerships that provide triple net pricing on standard equipped vehicles and all factory installed options. The State also intends to take all fleet incentives, rebates and optional equipment discounts offered by the manufacturer.

Dealerships are encouraged to work closely with the manufacturer in obtaining any additional discounts; such as bid assistance, Energy Bill Tax Credits for the purchase of alternative fuel vehicles, etc., that may be passed on to the State. The State desires each dealership to offer a fixed flat amount representing dealer profit for each vehicle purchased under the contract. Such amount should be inclusive of dealer overhead, profit, registration fees, initial tank(s) of gas and/or alternative fuel, preparation and pre-delivery servicing expenses, and on-site customer delivery. The State encourages dealerships to carefully consider their dealer profit amount to assure that it is adequate to cover dealership requirements and still provide high quality customer assistance and support; yet slim enough to provide a competitive edge sufficient to win the contracts.

Vehicle orders will be placed directly with the successful contract dealer(s) by user entities or their representatives. In most cases, users will have predetermined their vehicle configuration and will provide a worksheet listing the vehicle to be purchased; selected optional equipment with the manufacturers equipment codes; exterior and interior colors; and triple net pricing for the base vehicle, optional equipment and applicable rebates, equipment option discounts, etc. Destination charges and dealer profit will also be listed along with a final contract purchase price for the vehicle. Some ordering entities that lack the ability to generate an order worksheet may require the dealership's services in providing customer support and assistance.

Contract award will be made after careful evaluation and will be based primarily on the dealership's ability to provide the lowest total price on selected vehicles. Each dealership will submit a triple net invoice for the pre-configured vehicles for comparative purposes. Once an award decision has been made, the triple net invoice submitted shall be the prevailing methodology used throughout in determining the pricing for each vehicle covered by and purchased under the contracts.

1. **Requirements:**

- 1 The following requirements should be met in order for your bid to receive consideration. Please be sure your bid includes the following:
 - a. Triple net invoices for all vehicles. Invoices must match the sample vehicle configuration. Additional invoice items such as B4A Net Invoice Fleet Option" adder, "Fleet Fuel Delete" credit, "US Gal Gas" adder, "Fleet Incentive Rebate" credit, "Retail Amenity Delete" credit, etc., etc., and other manufacturer's equivalents should NOT be part of the triple net invoice submitted UNLESS it is specifically listed in the sample configuration. The State desires that the bidder's triple net invoices match that of the sample configuration.
 - b. Attachment #1 identifying dealer profit margin and other discounts offered, if applicable, other than fleet incentive rebates, standard equipment discounts, optional equipment

discounts, etc.

- c. All blanks requiring a response are correctly filled in where applicable.
- d. Invitation to Bid is signed & Attachment #1 is enclosed.
- e. **Submit a list containing the government bid assistance amounts for each model.**
List should clearly identify whether all model series have the same bid assistance amounts (government price concessions) or identify by model series the individual bid assistance amounts. Government bid assistance amounts to be listed on dealer letterhead or on forms provided by the manufacturer. Bid will be considered non-responsive if a complete bid assistance list is not included.

Example: Camry \$ XXXX All Types

Or

Camry	
V-4	\$ <u>XXXX</u>
V-6	\$ <u>XXXX</u>
Etc	\$ <u>XXXX</u>

- f. Bid is submitted by the bid due date and time:

2. **Definitions:**

2.0 For this Invitation to Bid, the following terms are defined below:

Political Subdivision -	Any organization receiving it's financial support from federal, state or local taxes.
Triple Net Price -	Invoice price less holdback, advertising & financing.
Dealer Profit -	A guaranteed fixed flat amount the dealer requires for each vehicle sold that includes dealer profit, registration costs, initial tank(s) of gas and/or alternative fuel up to 25 gallons, preparation & pre-servicing costs, delivery costs to owner up to 90 mile radius, two sets of keys, and any other miscellaneous costs.
Alternative Fuel Vehicle -	A vehicle equipped to operate on any of the following fuels or combination of fuels: natural gas (CNG), bi-fuel natural gas (CNG & unleaded), bi-fuel propane (LPG & unleaded), and flexible fuel alcohol (methanol or ethanol).

3. **Pricing:**

- 3.0 Prices offered under this contract shall be triple net. This includes the base standard equipped vehicle, required options, and all factory installed options selected by the ordering entity.
- 3.1 In addition to triple net pricing, the State intends to take all fleet incentive rebates (unless government bid assistance is greater), standard equipment discounts, optional equipment discounts, energy tax credits, and all other discounts offered to the ordering entity by the manufacturer. These discounts shall be taken at the time factory installed options are selected by the user and the vehicle order is placed.
- 3.2 Any additional discounts offered by the dealer (these are discounts over and above those offered in 3.0 & 3.1), shall be clearly notated and available equally to all models & styles covered under this contract (see Attachment #1).

- 3.3 This contract shall allow for the inclusion of a fixed flat amount for dealer profit for each vehicle ordered against the contract (see Attachment #1). Additional charges, such as delivery outside of a 90 mile radius or shop/service manuals, third key or decal application or pass-through code charges may be added to the invoice as separate line items (see Attachment #1). Additional discounts, such as those who wish to register their own vehicles or those who wish to forego dealer preparation & pre-servicing costs, may also be taken (see Attachment #1). No other charges or discounts may be added or deducted to/from the invoice.
- 3.4 The State intends to pay for manufacturer-to-dealer destination charges. Destination charges shall be fixed for the contract period, except any decreases shall be passed immediately to the State.
- 3.5 All prices, discounts, equipment, etc. shall be verifiable. Dealer agrees to provide a triple net invoice upon request. In cases where prices or equipment are in dispute, dealers are requested to consult directly with the manufacturer and to provide to the ordering entity's satisfaction written documentation to support the price or equipment variation. In no case shall changes be accepted that are contrary to any provision of this contract except they be approved by and the contract amended through the State Division of Purchasing.

4. **Delivery:**

- 4.0 Delivery schedules must be accurate. Dealers should make every effort possible to confirm factory acceptance of order, build date, and scheduled delivery. It is desirable that dealers notify ordering entities within 14 days of order placement. It is also desirable that quoted lead times not be exceeded by more than 30 days. In the event factory acceptance, build date, scheduled delivery date or delivery exceeds the 14 day or 30 day windows indicated above, the ordering entity may elect to cancel the order without penalty.
- 4.1 Prior to delivery of any vehicle, the dealer should make arrangements with the ordering entity for the purpose of conducting a physical inventory of the vehicle(s). The minimum pre-delivery servicing and adjustments shall be made, but not limited to the following:
- a. All adjustments required to meet Utah safety inspection requirements and emission control certifications.
 - b. Tune engine for high altitude (4500 ft.).
 - c. Adjust all accessories to optimal working condition.
 - d. Inspect electrical, braking and suspension systems.
 - e. Charge battery.
 - f. Align front end.
 - g. Inflate tires to optimal pressure.
 - h. Computer spin balance all wheels including spare.
 - i. Lubricate engine and chassis. Fill all lubrication reservoirs (crankcase, power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures. Affix a plastic static type sticker to upper left windshield advising of next recommended servicing.
 - j. Service cooling system with permanent type antifreeze and summer coolant for -20 deg. F. Windshield washer fluid reservoir(s) should be full and of a type suitable to -20 deg. F.
 - k. Vehicle(s) shall be ready for immediate operation and should include a full tank(s) of gas and/or alternative fuel of up to 25 gallons. Cost of gas and/or alternative fuel shall be included in the dealer profit margin quoted.
 - l. Vehicle(s) must be clean and thoroughly detailed inside and out prior to delivery. All upholstery and floor protection removed. Floor mats are to be placed, window decals removed and all adhesive cleaned from the vehicle. The vehicle will be put into service as soon as it is received and it is expected to be completely cleaned and operational at time of delivery/pickup.
 - m. All factory defects must be corrected prior to delivery.

- n. Two (2) sets of pre-tested keys marked with the VIN number and license plate number. Also the vehicle key code must be provided.

5. **Registration:**

- 5.0 Dealer agrees to be responsible for properly registering and affixing to all State agency vehicles the state authorized "EX" type centennial plates prior to delivery.
- 5.1 Ordering entities may elect to register their own vehicles. Should an ordering entity wish to register their own, the ordering entity will advise the dealer at the time the order is placed. In such an event, the dealer agrees to discount the vehicle purchase price by the amount agreed upon.

6. **Documentation:**

- 6.0 The following items should be delivered with each vehicle (*denotes documentation that must be provided only to those entities registering their own vehicles):
 - a. Operators (owners) manual.
 - b. Manufacturers warranty information.
 - c. Original odometer statement.
 - d. Manufacturer's statement of Origin (MSO).
 - e. Application for title properly completed and signed.
 - f. Dealer's triple net invoice.
 - g. Manufacturer's specifications attached to vehicle.
 - h. Signed pre-delivery checklist certifying completion of the above items and those listed in Delivery 6.1 unless waived in favor of the Dealer Preparation & Pre-Servicing deduct (see Attachment #1, item #7).

7. **Advertising:**

- 7.0 No advertising, such as: dealer's name, logo or emblems are to be placed on vehicles. Dealer will be responsible for any costs incurred for removal if noncompliant.

8. **Bid Evaluation:**

- 8.0 Dealers are required to submit triple net invoices on all vehicles. Dealers are also required to complete the information requested in Attachment #1. Triple net prices shown on dealer's submitted invoices will be verified by independent means. Prices that cannot be verified by the State will not be considered and the bid will be rejected. Once the triple net prices have been verified and determined correct, the State intends to determine the successful dealer(s) by:
 - a. Adding the quoted dealer profit amount as shown on Attachment #1, Item #2 to the total triple net price.
 - b. Deducting any Additional Dealer/Mfg. Discounts offered as shown on Attachment #1, Item #2.
 - c. Adjusting for any dealer quoted or implied exceptions (if necessary).
 - d. Dealer must note on each triple net invoice the key type required for the vehicle as indicated in Attachment #1 Item #10. List as Standard Key, Key with Chip, Key with Chip and Remote.
 - e. Totaling to determine the final purchase amount of the vehicles.
 - f. Selecting the dealer with the lowest final purchase price of the vehicles.
- 8.1 The State reserves the right to alter the method of bid evaluation if it determines the State's interests would be better served and/or if a more equitable option of evaluation becomes apparent. The State also reserves the right, at it's own discretion, to subjectively factor other considerations into the evaluation process, such as:
 - a. Past or perceived dealer performance (or lack thereof) on previous or current contracts. This may include such service related issues as:
 - 1). Vehicle specification/configuration assistance, 2). Timeliness of order placement,

order acknowledgment, order status updates & delivery, 3). Accuracy in providing vehicle documentation, licensing, and performance of pre-delivery service requirements, 4). Advance notification and coordination of vehicle delivery, 5). Responsiveness to contract usage reporting requirements, 6). Invoicing accuracy, and 7). Responsiveness to warranty and other servicing/repair issues after the sale.

- b. Perceived value-added services (or lack thereof) offered by the dealership.
- c. Perceived market strategies that enhance (or diminish) customer services/support to State agencies and political subdivisions.

9. **Ordering and Payment:**

- 9.0 Vehicle orders for state agencies will be placed only through the following individual and/or his representatives representing their respective agency(ies):

SAM LEE (801)619-7237 - State Motor Pool

- 9.1 Vehicle orders for political subdivisions will be placed through each entity authorized personnel as they determine appropriate.
- 9.2 In determining which dealer (if multiple contracts exist) a given order will be placed through or in determining which make/model will be purchased (if competing makes/models exist), the ordering entity shall follow the general procedures outlined in "Anticipated Ordering Procedure" attached. The decision to place an order with a dealer other than the dealer with the lowest price may be appropriate if, through analysis based on published or empirically collected data, the ordering entity believes that additional value-added features, safety, services, etc. are in the best interests of the ordering entity. Items that may influence the decision are: 1) lead times, 2) warranties, 3) reliability reports, 4) safety ratings, 5) crash tests, 6) service reports, 7) operating costs, 8) resale values, etc. When such an analysis is used, the ordering entity shall carefully document and justify the decision.
- 9.3 State agencies shall make prompt payment to dealer(s) according to State established policies. All ordering entities are encouraged to make payment within 14 business days from date of approved invoice. Dealers are authorized to assess a finance charge to all late invoices not to exceed the quoted APR on Attachment #2 provided late payment is clearly the fault of the ordering entity. Dealer(s) shall, in turn, make prompt payment to the manufacturer. Under no conditions will ordering entities accept invoices that originate from the manufacturer. Any invoice originating from the manufacturer will be returned to the dealership for resolution with the manufacturer.
- 9.4 Dealer agrees to deliver a copy of the invoice with the vehicle. The original invoice should be mailed or delivered within 24 hours of the time the vehicle is delivered. Ordering entities will verify that correct pricing has been applied. Discrepancies will be noted and adjustments made to the invoice to reflect the correct contract price. The contract number and order number must appear on all invoices, bills of lading, packages and correspondence associated with the transaction.

10. **Vehicles Covered by This Invitation to Bid:**

- 10.0 The following fleet models and their respective series (including available AFV's) are intended to be covered by this Invitation to Bid and any resulting contract. Introduction of any new models or series not mentioned below shall be automatically incorporated into the contract:
- a. Echo
 - b. Prius
 - c. Corolla
 - d. Matrix
 - e. MR Spyder
 - f. Celica

- g. Camry
- h. Camry Solara
- i. Avalon
- j. Sienna
- k. Rav4
- l. Highlander
- m. Land Cruiser
- n. 4Runner
- o. Tacoma
- p. Tundra
- q. Sequoia

11. **Contract Renewal Option:**

11.0 This contract may be renewed or rolled over for one (2) additional model years by agreement between the parties. Contract holders must agree to the same terms and conditions of the original contract. If government bid assistance is higher for future year(s) models than those quoted for his contract, the State will take the higher discount. Extension requests must be initiated by and detailed in writing by the contract holder no later than June 30th. Factors that may influence the State to renew a contract are as follows, but not limited to:

- 1. Superb Customer Services
- 2. Enhanced Government Price Concessions/Bid Assistance
- 3. Decrease in Dealer Profit Margin
- 4. Additional Discounts
- 5. Additional Value Added Services

12. **Service Rating and Evaluation:**

12.0 The State conducts surveys of contract users to assess the quality of services and products provided by each successful contract holder. Customer ratings will be incorporated into the evaluation process in determining 2007 model year contract awards. Successful contract holders are strongly encouraged to:

- 1) Commit to and provide superior customer services and assistance, particularly build/delivery dates, 2) adhere to the terms and conditions of the contract, 3) pay particular attention to pre-servicing, registration and delivery requirements, 4) provide accurate invoices, and 5) provide vehicles free of defect and damage.

ATTACHMENT #1

The following price additions and/or discounts shall be applied to the total triple net invoice price. The total triple net invoice price is the result of taking the triple net price of the standard equipped base vehicle LESS

HOLDBACK, LESS ADVERTISING, LESS FINANCING, adding the triple net price of all selected factory installed options, and subtracting all applicable triple net discounts available on standard or selected optional equipment including any other incentives offered by the manufacturer.

1. **Dealer Profit:**

Dealer profit to be **added** to the total triple net invoice price is: \$_____.

(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys. See Requirements 1.0a and Pricing 3.3).

2. **Additional Dealer/Mfg. Discounts and/or Concessions:**

Dealer/Mfg. offers an additional discount(s) to be **subtracted** from the total triple net invoice price for each vehicle purchased of: \$_____.

If additional discounts or concessions offered by the dealer or manufacturer vary by model or series, or are affected by model year price protection, or are dependent upon greater of government bid assistance; please be specific in listing the model and series affected and the applicable discount or concession amount. Dealers who do not clearly identify the appropriate and applicable discounts available for each model and/or affected series risk bid rejection. Please attach the listing to this form.

(Additional discounts or incentives are in addition-to and not in-lieu-of any other discounts and incentives offered by the dealer/manufacturer. See Pricing 3.2).

3. **Registration Costs:**

Ordering entities wishing to register their own vehicles may **deduct** from the total purchase price: \$_____. (See Registration 5.1).

4. **Delivery Costs:**

Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must **add** to the total purchase price: \$_____/mile. (See Pricing 3.3).

5. **Shop/Service Manuals:**

Ordering entities wishing to purchase manuals must **add** to the total purchase price: \$_____per shop manual and \$_____per service manual. (See Pricing 3.3).

6. **Finance Charge:**

Late invoices may be subject to finance charges equal to _____%APR. (See Ordering & Payment 9.3).

7. **Dealer Preparation and Pre-Servicing Costs:**

Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer may **deduct** \$_____per vehicle. (See Delivery 4.1 except items "m & n" shall be performed regardless).

8. **Decals**

Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must **add** \$_____per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.

9. **Pass-Through Codes**

Dealer will provide pass-through codes to ordering entity to have bodies attached by a third party provider with pass-through charges added to the total purchase price. Pass-through charges to be at dealer cost. _____Yes _____No _____Exception

10. **Third Key**

As stated in the Dealer Profit item #1, two keys are to be included with the purchase of any vehicle. State purchases along with purchases from several Political Subdivisions will require a third key for each vehicle purchased. The dealer is to provide the cost to **add** for this third key. The cost will depend on the type of key required for the vehicle only from these three options. The cost for a Standard Key is \$_____, for a Key with Computer Chip Logic is \$_____and for a Key with a Computer Chip Logic and Remote Buttons is \$_____. Dealer must note on their triple net invoices which type of key is required for each vehicle entry plus ignition.

SUGGESTED ORDERING PROCEDURES
For State Agencies

1. Agency determines need for vehicle and required features.
2. Agency contacts the appropriate fleet manager (State Motor Pool/Div. of Fleet Operations).
3. The fleet manager, after consulting with agency personnel: 1) determines the appropriateness of the request, 2) determines the appropriate standard and optional equipment requirements, and 3) configures a vehicle specification sheet by make, model and style based upon the standard and optional equipment requested.
4. The fleet manager performs the following: 1) determines the final purchase price of the vehicle, 2) makes a comparative price analysis of various competing makes and models, 3) provides requesting agency with the comparative analysis worksheets for review, and 4) makes a recommendation to the agency as to which vehicle meets requirements at the lowest final purchase price.
5. Agency reviews the comparative analysis and recommendation. If in agreement, agency instructs fleet manager (in writing) to proceed with purchase. If in disagreement, agency recommends the alternative to the fleet manager and submits written justification to support the alternative choice.
6. If the fleet manager agrees, the fleet manager generates an order worksheet listing the vehicle and all selected options, discounts, incentives, etc. and calculates the final purchase price.
7. The fleet manager contacts the Division of Fleet Operations. The Division of Fleet Operations will issue an authorization control number.
8. The fleet manager then places order with the appropriate dealer via fax, mail, phone, etc.
9. Dealer enters the order and submits written documentation via mail or fax confirming order placement and factory acceptance. A build number and scheduled build date should be provided to the fleet manager within 14 business days of order placement.
10. Dealer provides frequent status reports on all orders placed with the ordering entity's fleet manager.
11. The ordering entity's fleet manager provides frequent status reports on all orders placed to the requesting agency.
12. Upon receipt and acceptance of vehicle, the fleet manager sends a copy of the invoice along with the authorization control number to the Division of Fleet Operation.

SUGGESTED ORDERING PROCEDURES For Political Subdivisions

8. Each entity should: 1) work directly with their own fleet manager or motor pool personnel who will follow the same or similar procedures as those listed above, or 2) if the ordering entity lacks the resources and desires to utilize the services of the State Motor Pool/Division of Fleet Operations' fleet manager, they may do so. In such case, the State Motor Pool/Division of Fleet Operations' fleet manager will follow the same or similar procedures as those listed above EXCEPT the ordering entity will be responsible for:
 - 1). Determining the appropriateness of their own vehicle requirements, 2) justifying their own alternative decisions, 3) placing their own vehicle order, 4) obtaining their own order status reports and disseminating such information to their user entities, 5) inspecting their own vehicles, and 6) approving and paying their own invoices.

BID #FV6926
ATTACHMENT #1

The following price additions and/or discounts shall be applied to the total triple net invoice price. The total triple net invoice price is the result of taking the triple net price of the standard equipped base vehicle LESS HOLDBACK, LESS ADVERTISING, LESS FINANCING, adding the triple net price of all selected factory installed options, and subtracting all applicable triple net discounts available on standard or selected optional equipment including any other incentives offered by the manufacturer.

1. **Dealer Profit:**

Dealer profit to be **added** to the total triple net invoice price is: \$.

(Dealer profit includes registration costs, initial tank(s) of gas and/or alternative fuel (of up to 25 gallons), preparation and pre-servicing costs, profit, delivery cost to owner within 90 mile radius, and two sets of keys. See Requirements 1.0a and Pricing 3.3).

2. **Additional Dealer/Mfg. Discounts and/or Concessions:**

Dealer/Mfg. offers an additional discount(s) to be **subtracted** from the total triple net invoice price for each vehicle purchased of: \$.

If additional discounts or concessions offered by the dealer or manufacturer vary by model or series, or are affected by model year price protection, or are dependent upon greater of government bid assistance; please be specific in listing the model and series affected and the applicable discount or concession amount. Dealers who do not clearly identify the appropriate and applicable discounts available for each model and/or affected series risk bid rejection. Please attach the listing to this form.

(Additional discounts or incentives are in addition-to and not in-lieu-of any other discounts and incentives offered by the dealer/manufacturer. See Pricing 3.2).

3. **Registration Costs:**

Ordering entities wishing to register their own vehicles may **deduct** from the total purchase price: \$. (See Registration 5.1).

4. **Delivery Costs:**

Ordering entities wishing vehicles to be delivered beyond a 90 mile radius of the dealership must **add** to the total purchase price: \$ /mile. (See Pricing 3.3).

5. **Shop/Service Manuals:**

Ordering entities wishing to purchase manuals must **add** to the total purchase price: \$ per shop manual and \$ per service manual. (See Pricing 3.3).

6. **Finance Charge:**

Late invoices may be subject to finance charges equal to %APR. (See Ordering & Payment 9.3).

7. **Dealer Preparation and Pre-Servicing Costs:**

Ordering entities wishing to perform their own vehicle preparation and pre-servicing work in lieu of the dealer may **deduct** \$ per vehicle. (See Delivery 4.1 except items "m & n" shall be performed regardless).

8. **Decals**

Ordering entities wishing to have dealer install owner supplied self-adhesive decals to the vehicle must **add** \$_____ per decal. Decals to be applied per ordering entity specifications. Ordering entity may choose to place decals themselves.

9. **Pass-Through Codes**

Dealer will provide pass-through codes to ordering entity to have bodies attached by a third party provider with pass-through charges added to the total purchase price. Pass-through charges to be at dealer cost. ☐ Yes ☐ No _____ Exception

10. **Third Key**

As stated in the Dealer Profit item #1, two keys are to be included with the purchase of any vehicle. State purchases along with purchases from several Political Subdivisions will require a third key for each vehicle purchased. The dealer is to provide the cost to **add** for this third key. The cost will depend on the type of key required for the vehicle only from these three options.

The cost for a Standard Key is \$_____, for a Key with Computer Chip Logic is

\$_____ and for a Key with a Computer Chip Logic and Remote Buttons is

\$_____. Dealer must note on their triple net invoices which type of key is required for each vehicle entry plus ignition.

Please provide additional Information if needed:

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Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

6. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

7. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

8. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

10. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary

information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

40. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

Questions and Answers

Question

Can after market parts be used for Toyota fleet vehicles (Submitted: Jun 15, 2006 9:31:13 AM MDT)

Answer

- I The expected contract from this solicitation is for new 2007 vehicles purchases with factory parts as per Toyota specifications. (Answered: Jun 16, 2006 8:42:34 AM MDT)

Question

just curious about how many vehicles are you looking for? (Submitted: Jun 16, 2006 9:21:36 AM MDT)

Answer

- I In the specifications, the annual dollar amount is listed (no units are known at this time). This is only past usage and does not reflect what the state and it's political subdivisions may purchase in 2007 vehicles. The contract will be set up for the year and will consist of Toyota vehicles purchased in the state. The purchases will be done by the individual fleet managers. (Answered: Jun 19, 2006 9:44:18 AM MDT)